

## REQUEST FOR QUOTATION SVP No. 2023 – 018

01 June 2023

The People's Television Network, Inc. (PTNI), through its Bids and Awards Committee (BAC), invites interested bidders for the Small Value Procurement of Lease / Rental of Multi-function Photocopier Machines for PTV-Manila. The details of the project are as follows:

A .Name of the Project	Lease / Rental of Multi-function Photocopier Machines for PTV-Manila
B. Source of Fund:	Corporate Budget
C. Approved Budget for the Contract (ABC):	Nine Hundred Thousand Pesos Only (Php900, 000.00)
D. Mode of Procurement:	Procurement will be conducted in accordance with Sec.53.9 (Small Value Procurement) of the Revised Implementing Rules and Regulations of Republic Act 9184, otherwise known as "The Government Procurement Reform Act"

### E. Documentary Requirements:

Copies of the following eligibility requirements are also required to be submitted along With your quotation/proposal:

- 1. Mayor's/Business Permit (2023)
- 2. PhilGEPS Registration Certificate
- 3. Income/Business Tax Return (2022)
- Omnibus Sworn Statement (duly signed); and if applicable:

   Notarized Secretary's Certificate in case of corporation, partnership, or cooperative.

\*only the BIR Certificate of Registration shall be submitted in lieu of DTI Registration and Mayor's Permit.



Only Sealed bids / quotations from the eligible bidders will be opened and a contract will only be awarded to the Lowest Calculated and Responsive Bidder who was determined as such during post qualification.

Payment: within 30 calendar days after completion and acceptance.

Price Validity: All price quotations shall be considered as fixed prices and not subject to price escalation during contract implementation.

Delivery Period: Within fifteen (15) calendar days from receipt of Notice to

Proceed. (Exact date of delivery and/or completion should be reckoned from date of

Contractor's receipt of Notice to Proceed.)

Project Duration: One year (1) from the issuance of Notice to Proceed.

F. Description:

Lease / Rental of Multi-function Photocopier Machines for PTV-Manila

> Ten (10) units photocopier machines

\*Please see attached for the Terms of Reference (T.O.R.)

Bids received in excess of the ABC shall be automatically rejected at the opening of quotations.

Sealed quotations may be submitted on or before 10:00am, 08 June 2023, at the Purchasing Office, Broadcast Complex, Visayas Avenue, Diliman, Quezon City.

The PTNI reserves the right to accept or reject any bid to annul the bidding process and to reject all bids at any time prior to contract award without thereby incurring any liability to the affected bidder or bidders.

MARIE THERESE D. NICOLAS

Chairperson, BAC II-SVP

#### TERMS OF REFERENCE

# Procurement of One-Year Lease/Rental of Multifunction Photocopier Machines

#### 1. RATIONALE

- 1.1. Owning a copier machine can be financial burden for the agency. Besides, supply costs and maintenance fees, coming up with the initial capital to purchase the machine can stretch operational budget beyond profitable limits. Copier machines depreciate over time, losing value due to use and to the constant introduction of newer and better technology. Saving financial resources for exploring business opportunities and for making purchases that appreciate over time is far more important than investing in office technology that will only lose value. Leasing of copier machine helps ease the up-front cost and may provide a number of other attractive benefits. Lease agreements may even include the cost of supplies, further reducing the initial payout.
- 1.2. To address this situation, and in order to have efficient document reproduction needs for the day to day operations and to have a greater return on the lease investment, it is highly recommended that the People's Television Network, Inc. ("PTNI", for brevity), a Government-Owned and Controlled Corporation duly organized and existing under and by virtue of R.A. 10390, with principal office address at Broadcast Complex, Visayas Avenue, Diliman, Quezon City, ("CONTRACTOR", for brevity) secure the service of a provider which can supply a one-year lease/rental of preferably of a remanufactured multifunctional photocopier machines of at least three (3) years before the opening of bids.

#### 2. APPROVED BUDGET FOR THE CONTRACT

- 2.1. For and in consideration of the performance and accomplishment of the LEASE/RENTAL OF MULTIFUNCTION PHOTOCOPIER MACHINES, PTNI shall pay the CONTRACTOR the total amount of NINE HUNDRED THOUSAND PESOS (Php900,000.00) for the contract price of nine (10) units. Subject to pertinent laws on government contracts and auditing procedures.
- 2.2. The contract price is inclusive of all dues and taxes.
- 2.3. No changes shall be made on the Contract Price by reason of escalation in currency. Any adjustment in Contract Price shall be done in accordance with guidelines provided by law.
- 2.4. The payment of escalation costs shall be subject to the unitateral and written approval of PTNI and to availability of funds.

#### 3, PROJECT DURATION

- The project duration covering the lease/rental of multifunction photocopier machines in PTNI shall be for a period of one year from the issuance of Notice to Proceed (NTP).
- Exact dates of delivery and/or completion should be reckoned from the date of CONTRACTOR's receipt of NTP.
  - 3.3. The liquidated damages shall be imposed for the inability of the CONTRACTOR to comply with the Approved Delivery Schedule, unless a written request for time extension has been approved in writing by PTNI.

#### 4. QUALIFICATION OF THE CONTRACTOR

- 4.1. The CONTRACTOR must be competent and experienced in the field of leasing and maintenance of copier machines with a minimum of three (3) years prior experience on similar projects.
  - 4.2. The CONTRACTOR is required to submit a company profile, list of present and previous clientele, and certifications issued by past/present clients indicating the Contractor's satisfactory performance.
  - 4.3. The CONTRACTOR must be an authorized reseller of the brand at the time of the bid.
  - 4.4. The CONTRACTOR must be an authorized service provider of the brand at the time of the bid.
  - 4.5. The CONTRACTOR is required to submit eligibility requirements to bid such as Mayors /Business Permit, Philgeps Registration, Omnibus Sworn Statement and Income/ Business Tax Return for 2022-2023.

### 5. GENERAL REQUIREMENTS

- 5.1. The CONTRACTOR will provide leased equipment, servicing, toner, kits and suitable highest quality spare parts within the specified period to complete the project.
- The CONTRACTOR shall provide the PTNt with ten (10) units of multifunction photocopier machines.
- 5.3. The above number of units may be changed by the PTNI from time to time to provide flexibility in its operations. These units shall be installed in various departments/offices of the PTNI Building as specified in item 6.4.

#### 6. SCOPE OF WORK

- 6.1. The CONTRACTOR shall undertake the works implementation of the "One-Year Lease/Rental of Multifunction Photocopier Machines" which can copy/print/scan/fax all in accordance with the specifications such as but not limited to the terms and conditions of the contract.
- 6.2. The CONTRACTOR shall perform the installation, testing, commissioning of all equipment. All necessary tests, services and inspections to assure the system functions shall be checked and approved before the acceptance test. Consideration shall be given to the fact that installation or tests of other systems within the same building may be carried out during the same period.
- 6.3. The **CONTRACTOR** shall enforce any precautionary measures required to ensure work is safe and protected.
- 6.4. The CONTRACTOR shall install the leased equipment in the following designated departments/offices:

Departments/Offices	Location	No. of Units
Office of the General Manager	3rd Floor	1
Finance	3rd Floor	1
Property	2rd Floor	1
Administrative	3rd Floor	1
Public Affairs	3rd Floor	1
Bids and Awards Committee	3rd Floor	1
Engineering Office	2 <sup>nd</sup> Floor	1
Commission on Audit	3rd Floor	1
News Division	Ground Floor	1
Airtime Management (Traffic, Programming, Library)	2 <sup>nd</sup> Floor	1
	imber of Units	10

- 6.5. The CONTRACTOR shall provide PTNI's Office of the General Manager to have the right to observe during the installation procedures.
- 6.6. The CONTRACTOR shall supply all consumables, i.e., toner, developer, etc., and shall be for the account of the CONTRACTOR excluding copy paper.
- 6.7. All toner and other consumables provided must be brand new and original. The CONTRACTOR must submit a manufacturer's letter certifying the authenticity of the toners and consumables.

- 6.8. Without additional cost to the PTNI, the CONTRACTOR shall deploy technicians who shall conduct monthly unit inspection and calibration to keep the machines in good working condition at all times. The technicians shall report to PTNI and with the assistance of PTNI authorized personnel, Mondays to Fridays, at 8:00 am to 5:00 pm. Any damage/unserviceable parts shall be repaired/replaced without charge to PTNI within the duration of the lease contract.
- 6.9. The CONTRACTOR shall observe the maximum response time of within four (4) hours from the time the PTNI makes its request for on-site services during regular working days. In case of prolonged or recurring mechanical failure on the unit/s and/or unserviceable within 24 hours or one day from the time of notice, the CONTRACTOR must provide replacement unit/s.
- 6.10. The CONTRACTOR shall be responsible for the disposal of empty cartridges, toners, drums, and other waste materials obtained from the repairs and maintenance of the equipment.
- 6.11. The CONTRACTOR shall conduct Technical Training to PTNI personnel for the administration, operation, maintenance and handling of the products to be supplied at no cost to the PTNI.
- 6.12. This covers the requirements for operational and technical training to enable correct use, operation and maintenance of the leased machines.
- 6.13. The comprehensive trainings shall be provided to ensure that operation and maintenance personnel will be capable to competently operate and maintain the system.
- 6.14. The CONTRACTOR shall provide additional copier machine/s to the PTNI upon request within five (5) working days from receipt of advice from the PTNI under the same terms and conditions of the contract.
- 6.15. The PTNI shall, without additional cost, benefit from any improvement that may be introduced in said machines due to advancements in technology.

**EMULATION** 

SCAN TYPE

SCAN SPEED

RESOLUTION

SCAN TO

SYSTEM

MOBILITY

**PROCESSOR** 

INTERFACE

: DISPLAY

CYCLE

MEMORY (RAM)

MONTHLY DUTY

OS COMPATIBILITY

FAX FAX TYPE

COMPATIBILITY SCAN DEPTH

COMMUNICATION

MODEM SPEED

FAX FEATURES

FAX RESOLUTION

GENERAL FEATURES

SCAN

7.1.	7.1. The product and system's design shall be in accordance with the for specifications:	
	TECHNOLOGY COPY TYPE COPY SPEED OUTPUT SIZE RESOLUTION FIRST COPY OUT TIME MULTIPLE COPIES/PRINTS DUPLEX COPIES/PRINTS	Multifunction Photocopier (Copy/Print/Scan/Fax) Monochrome Min of 30 copies per minute Minimum A5 Size Paper 600 x 600 dpi (minimum) Less than 6.5 seconds  1 to 9999 pages Standard
	PRINT PRINT TYPE PRINT SPEED RESOLUTION FIRST PRINT OUT TIME DUPLEX	Monochrome  30 copies per minute (minimum)  Up to 1,200 x 1,200 dpi  Less than 6.5 seconds  Automatic
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PCL 5e, PCL 6, PostScript 3, PDF

TWAIN, WIA, ICDM, SANE (Linux)

Print, NFC Tap and Print (optional)

Dual Core 1 GHz minimum or higher

Duplex: up to 60 ipm / Simplex: up to 35 ipm

Email, SMB, FTP, PC, WSD, Box, Cloud Services,

Fax forward to email, Broadcasting, Delayed Fax

Hi-Speed USB 2.0, Ethernet 10/100 Base Tx,

Google Cloud Pring, Apple Airprint, Samsung Mobile

Optional Wireless: IEEE 802.11 b/g/n and Active NFC

Min of 8" touchscreen with easy to read interface or

Full color scan

Monochrome

PSTN / PABX

Up to 300 x 300 dpi

1 GB minimum or higher

Windows, MAC OS, Linux

Up to 200,000 pages per month

33.6 kbps

(NWE001X)

higher

OCR

Up to 4,800 x 4,800 dpi

Mono: 8 bit / Color: 48 bit

TRAY CAPACITY	Minimum 550 sheets and Multi-purpose tray 100 sheets
POWER REQUIREMENT ENERGY EFFICIENCY ELECTRONIC SORTING	220-230 Vac, 50-60 Hz Compliant Compliant
BUILT IN AUTOMATIC DOCUMENT FEEDER	Compliant

## 8. RENTAL SERVICE CHARGES

- 8.1 Rental charges shall be on a fixed monthly rental of not more than fifty thousand (Php50,000.00) with combine free of minimum 45k copies/prints per month. In excess of free copies the rate shall not exceed Php1.00 per print inclusive of VAT. Computation will be based on the number copies shown on the meter reading
- 8.1. The monthly meter readings shall be conducted by a duly-authorized representative of the PTNI and the CONTRACTOR.

# 9. RESPONSIBILITIES OF THE CONTRACTOR

- 9.1. The principal features of the work do not in any way limit the responsibilities of the CONTRACTOR to the general description of his/her scope of work. He/she shall perform all the work fully and make operational to the intent of the project.
- 9.2. The CONTRACTOR shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.
- 9.3. The CONTRACTOR shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. The contractor's personnel shall present a COVID-19 vaccination card in observance of the PTNI's house regulations together with the Work Permit.
- The CONTRACTOR's workers are limited to the designated working area only. Loitering around and inside the PTNI premises is not allowed.
- 9.5. All other items of work not specifically mentioned, but are necessary to complete the works in accordance with the plans and specifications and other related documents, shall be provided by the CONTRACTOR at no additional cost to the PTNI.

# 10. RESPONSIBILITIES OF THE PTNI

10.1. The machines, including all of its accessories, shall remain the property of the CONTRACTOR. The PTNI shall not make any alterations on the



machines, nor sell, dispose, transfer, rent, pledge or mortgage, execute any other contract, or otherwise deal with the machines in any manner which may be prejudicial to the rights of the CONTRACTOR.

- 10.2. In case of any violation by a third party of the property rights of the CONTRACTOR, regardless of any reason, including, but not limited to, execution, provisional attachment and disposition of any kind of the photocopying machines, the PTNI shall immediately inform the CONTRACTOR, and the PTNI shall be free from any liability not being privy to the third party's claim against the CONTRACTOR. The contract between the PTNI and the CONTRACTOR shall, however, remain in full force and effect. The CONTRACTOR shall continue performing its obligations under the contract and shall immediately replace the machines, as the case may be. A period of two (2) days from notice is deemed sufficient in order for the CONTRACTOR to replace the machines.
- 10.3. The PTNI shall take care of the machines with utmost diligence and shall not allow unauthorized persons to operate it. Any damage to the machines due to improper operation by unauthorized persons shall be charged to, and paid for, by the PTNI.
- 10.4. The PTNI shall pay the CONTRACTOR for any loss or damage to the machines and its consumables and spare parts caused by the plugging of the machines to incorrect voltage level; willful acts, fault or negligence of the PTNI, its representatives, agents, employees and/or any persons acting in its behalf.
- 10.5. The CONTRACTOR shall make such inspections, adjustments and maintenance as may be required to keep the machines in good working condition and as may be required by the PTNI. Such inspections, adjustments and maintenance shall be free of charge.
- 10.6. Replacement parts for the machines shall be supplied by the CONTRACTOR free of charge. Repairs shall likewise be affected by the CONTRACTOR without any charge.

#### 11. TERMINATIONS

- 11.1. The CONTRACTOR may terminate the contract if the PTNI is in material breach of its obligations under the contract and fails to remedy the same within sixty (60) calendar days following receipt of the CONTRACTOR's notice specifying such breach. The CONTRACTOR must serve written notice to the PTNI of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after receipt of such notice by the PTNI.
- 11.2. Subject to the procedure prescribed by law, the PTNI may terminate the contract under any of the following conditions:

- 11.2.1. Outside of force majeure, the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract. The PTNI may rescind or terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid. The same is without prejudice to other courses of action and remedies available to the PTNI under the circumstances:
- 11.2.2. As a result of force majeure, the CONTRACTOR is unable to perform any of its obligations under the contract, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of notice from the PTNI stating that the circumstance of force majeure is deemed to have ceased:
- 11.2.3. The **CONTRACTOR** fails to satisfactorily perform any of its obligations under the contract:
- 11.2.4. The Administrator has determined the existence of conditions that make contract implementation economically, financially or technically impractical or unnecessary, such as, but not limited to, fortuitous events and changes in law and national government policies;
- 11.2.5. The CONTRACTOR is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; and
- 11.2.6. It is determined *prima facie* that the **CONTRACTOR** has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.
- 11.3. Upon expiration of the contract, the parties may agree to extend the same. Said extension shall be governed by the same terms and conditions herein stipulated, and may be terminated by either party by means of a written notice served upon the other party at least thirty (30) days prior to the date of such termination.
- 11.4. Upon termination or expiration of the contract, the PTNI shall return the machines and accessories to the CONTRACTOR by allowing the latter, on a date and time agreed upon by both the PTNI and the CONTRACTOR, to enter the PTNI premises for the purpose of retrieving the machines.
- 11.5. Upon termination of the contract, all unpaid obligations of the PTNI to the CONTRACTOR shall immediately become due and demandable.

#### 12. SUBMITTALS

- 12.1. The CONTRACTOR shall submit to PTNI, the proposed delivery of materials, tools and equipment, and manpower schedules for proper monitoring five (5) calendar days after the kick-off meeting.
- 12.2. The CONTRACTOR shall submit samples and/or technical brochures of all materials to be used in the project within ten (10) calendar days upon receipt of Notice to Proceed which include but may not be limited to the following for PTNI's approval:
  - 12.2.1. Materials/Brochures with technical specifications.
  - 12.2.2. Manufacturer's printed Product Installation Instructions.

#### 13. PAYMENTS

- 13.1. All accounts shall be payable monthly to the CONTRACTOR within thirty (30) days) from receipt of the billing statements, provided there are no errors or discrepancies noted by the authorized representative of the PTNI. In case of errors or discrepancies in the billing statements, the authorized representative of the PTNI shall notify the representative of the CONTRACTOR within three (3) days from receipt of the billing statements. The accounts shall be payable to the CONTRACTOR within thirty (30) days from receipt of the correct billing statements.
- 13.2. All payments made shall be subject to the usual government accounting and auditing rules and regulations.

#### 14. LIQUIDATED DAMAGES

14.1. Failure to comply with the terms and conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount to 1/10 of 1% of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, PTNI shall rescind the contract, without prejudice to other courses of action and remedies open to it.

JOEY A. CAPISONDA

End User