

REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT NATIONAL CAPITAL REGION

GENERAL SOLANO STREET, SAN MIGUEL, MANILA

REQUEST FOR PRICE QUOTATION NO. 2024-12-0008

The Department of Budget and Management-National Capital Region (DBM-NCR), through its Bids and Awards Committee (BAC), will undertake Section 50 Direct Contracting for the procurement of "Rental of Photocopying Machine for One (1) Year for FY 2025", in accordance with Annex "H" of the Republic Act No. 9184 and its Implementing Rules and Regulations.

Name of Project: Rental of Photocopying Machine for One (1) Year for FY 2025

Approved Budget for the Contract: Sixty-Two Thousand Pesos Only (PhP62,000.00)

Specifications: See the attached Annexes "A, B, and C" for particulars.

Location: Department of Budget and Management-National Capital Region 2nd Floor Arcache Building General Solano corner Nepomuceno Streets

San Miguel, Manila

Delivery Term: As per Schedule of Requirement upon receipt of the Contract Agreement.

Interested suppliers are required to submit their valid and current Business/Mayor`s Permit, PhilGEPS Registration Number, Schedule of Requirements (Annex "A"), compliance to the technical specification (Annex "B"), and General Conditions of the Contract (GCC) (Annex "C") during submission of offer/quotation.

Award shall be made to the identified bidder based on the market study, which complied with the minimum description as stated above and other terms and conditions stated in the price quotation form. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the supplier or his/her duly authorized representative/s.

Submission of quotation and eligibility documents is on or before 10:00 a.m. of December 11, 2024 at 2nd Floor Arcache Building General Solano corner Nepomuceno Streets San Miguel, Manila. Open submission may be submitted, manually or through email at **fambiong@dbm.gov.ph.** For inquiry, you may contact us at telephone number 7003-8837 and/or email fambiong@dbm.gov.ph.

Very truly yours,

Chairperson, DBM-NCR BAC

Schedule of Requirements

Description	Delivery Date
One (1) year lease of one (1) photocopying machine (paper copier) with multi-functional device (configuration) (copier, printer, and scanner), digital type, automatic electronic sorter and feeder, and back-to-back feature, to be installed at the DBM-NCR office located 2 nd Floor Arcache Building General Solano corner Nepomuceno Streets San Miguel, Manila	Fiscal Year 2025
No minimum monthly billing. Total billing charge shall be computed based on the actual total number of copies reproduced less 2% spoilage and test copies multiplied by the rental rate per copy.	
One (1) on-call technician to repair defective machines. Response time shall be within four (4) hours from verbal or written notification.	As need arises

Technical Specifications

A.	Copier Specification
1	One (1) year lease of one (1) photocopying machine (paper copier) with multi-functional device (configuration) (copier, printer, and scanner), digital type, automatic electronic sorter and feeder, and back-to-back feature
2	With LCD display, user friendly, and with capability to deliver clear high quality copies
3	Print speed 35ppm & up
4	Continuous copying
5	Copy Paper size: A3, A4, & A5 and legal paper
6	Copier resolution: 600 x 600 dpi
7	Paper trays: at least 4 trays plus and bypass tray
8	Paper capacity: minimum of 500 sheets
9	Memory: minimum of 2Gb
10	Hard disk: minimum of 160Gb
B.	Printing Specification
1	Print Resolution: 1200x1200 dpi
2	Interface/Connectivity: 10 base-T/100 Base TX (Ethernet)
3	OS Support: can support latest OS
C.	Scanner Specification
1	Interface: 10Base-T/100Base-TX (Ethernet)
2	Driver: TWAIN Driver, HDD TWAIN Driver
3	Protocol: TCP/IP (FTP, SMB/SMTP)
4	Speed Black -55 ipm/opm
5	Resolution: 600 x 600 dpi
6	Maximum size: up to A3
7	Output Format: TIFF, PDF, compact PDF, JPEG
D.	Others
1	One (1) on-call technician to repair defective machines. Response time shall be within four (4) hours from verbal or written notification.

2	Replacement of defective parts, provided the machine is still functional, shall be made within twenty four (24) hours from response time, except for justifiable cause.	
3	The company shall provide one (1) toner which can be replaced by the enduser without the technician intervention.	
CHARGES		
1	No minimum monthly billing. Total billing charge shall be computed based on the actual total number of copies reproduced less 2% spoilage and test copies multiplied by the rental rate per copy.	
2	Spoilage - 2%	
3	Security Deposit - NONE	
4	Production/Delivery/Installation Charge - NONE	

*** Nothing Follows ***

General Conditions of Contract (GCC)

1. Scope of Contract

The Goods and Related Services to be provided shall be as specified in Annexes A - Schedule of Requirements and B - Technical Specifications.

2. Procuring Entity's Responsibilities

- 2.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the DBM-NCR shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 2.2. The DBM-NCR shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 1.

3. Prices

For the given scope of work in this Contract as awarded, all quoted prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of RA 9184 and its Revised IRR or except as provided in this Clause.

4. Payment

- 4.1. Supplier's request(s) for payment shall be made to the DBM-NCR in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted upon fulfilment of other obligations stipulated in this Contract.
- 4.2. Pursuant to **GCC** Clause 4.1, payments shall be made promptly by the DBM-NCR, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

5. Taxes and Duties

The Supplier, shall be entirely responsible for all necessary taxes, stamp duties, license fees, and other such levies imposed for completion of this Contract.

6. Warranty

- 6.1. The Supplier warrants that the Goods supplied under the Contract, if there are any, are new or in good condition, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the DBM-NCR provides otherwise.
- 6.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

7. Delays in the Supplier's Performance

- 7.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the DBM-NCR in Annex A Schedule of Requirements.
- 7.2. If at any time during the performance of this Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the DBM-NCR in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the DBM-NCR shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by both parties in writing.

8. Liquidated Damages

Subject to GCC Clause 7 and 11, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the DBM-NCR shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the unpaid obligations due to the Supplier, as liquidated damages, the applicable rate of at least equal to one tenth of one percent (0.001) of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the unpaid obligations. Once the maximum is reached, the DBM-NCR shall have the right to rescind the Contract pursuant to GCC Clause 12, without prejudice to other courses of action and remedies open to it

9. Settlement of Disputes

If any dispute or difference of any kind whatsoever shall arise between the DBM-NCR and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

10. Liability of the Supplier

- 10.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 10.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the DBM-NCR shall not exceed the aggregate billings for both paid and unpaid obligations for the year, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

11. Force Majeure

- 11.1. The Supplier shall not be liable for liquidated damages or termination for default if and to the extent that the Supplier's deal in performance or other failure to perform its obligation under the Contract is the result of *force majeure*.
- 11.2. For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavourable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier.
- 11.3. If a force majeure situation arises, the Supplier shall promptly notify the DBM-NCR in verbal or writing of such condition and the cause thereof. Unless otherwise directed by the DBM-NCR, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

12. Termination for Default

The DBM-NCR shall have the right to terminate this Contract for default when any of the following conditions attends its implementation:

- a) Outside of *force majeure*. The Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the DBM-NCR pursuant to a request made by the Supplier prior to the delay;
- b) As a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, for a period of not less than thirty (30) calendar days after receipt of the notice from the DBM-NCR stating that the circumstance of force majeure is deemed to have ceased; or
- c) The Supplier fails to perform any other obligation under the Contract.

13. Termination for Insolvency

The DBM-NCR shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will accrue thereafter to the DBM-NCR and/or the Supplier.

14. Termination for Convenience

The DBM-NCR may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the DBM-NCR may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make the photocopying services economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies or when it is determined prima facie that the supplier has engaged in unlawful deeds before or during the implementation of this contract.

15. Contract Amendment

Subject to applicable laws, variation in or modification of the terms of this Contract may be made with the concurrence and consent of both parties.

*** Nothing Follows ***