



Republic of the Philippines  
**OFFICE OF THE OMBUDSMAN**  
 Bids and Awards Committee - Main  
 Agham Road, Diliman, Quezon City, 1104

**SUPPLEMENTAL/ BID BULLETIN NO. 1**

**RE: “NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS) FOR ONE (1) YEAR RENTAL OF PHOTOCOPIING MACHINES FOR THE OFFICE OF THE OMBUDSMAN”**

**15 August 2022**

**AMENDMENTS TO THE BIDDING DOCUMENTS**

1. The Bids and Awards Committee-Main hereby issues amendments/modifications to the Bidding Documents particularly in **page 7 – Invitation to Bid; page 25 – Special Conditions of the Contract; page 32-33: Section VII. Technical Specifications: Ombudsman Bid Form No. 1 – Technical Specification with Bidder’s Statement of Compliance, page 29-30 – Schedule of Requirements and page 40-41: Section VIII. Checklist of Technical and Financial Documents** all prospective bidders are informed of these amendments/modifications, as follows:

<b>Particulars</b>	<b>ORIGINAL SPECIFICATION</b>	<b>BE AMENDED/ MODIFIED TO:</b>
Page 7: Invitation to Bid	2. Delivery of goods and services is required for the period of one year which shall commence within thirty (30) calendar days after receipt of Notice to Proceed.	2. Delivery of goods and services is required for the period of one year which shall commence within <del>thirty (30)</del> <b>sixty (60)</b> calendar days after receipt of Notice to Proceed.
Page 25: Special Conditions of the Contract	7. Delivery period: within one year which shall commence within thirty (30) calendar days after receipt of Notice to Proceed;	7. Delivery period: within one year which shall commence within <del>thirty (30)</del> <b>sixty (60)</b> calendar days after receipt of Notice to Proceed;
Page 29-30: Schedule of Requirements	7. Delivery period: within one year which shall commence within thirty (30) calendar days after receipt of Notice to Proceed;  Note: Delivery of goods and services is required for the period of one year which shall commence immediately upon receipt of the Notice to Proceed.	7. Delivery period: within one year which shall commence within <del>thirty (30)</del> <b>sixty (60)</b> calendar days after receipt of Notice to Proceed;  Note: Delivery of goods and services is required for the period of one year which shall commence <del>immediately upon receipt of the Notice to Proceed.</del> within <b>sixty (60)</b> calendar days after receipt of Notice to Proceed;

<p>Page 32-33: Section VII, Technical Specifications: Ombudsman Bid Form No. 1- Technical Specification with Bidder's Statement of Compliance</p>	<p>II. TERMS AND CONDITIONS 7. Delivery period: within one year which shall commence within thirty (30) calendar days after receipt of Notice to Proceed.</p>	<p>II. TERMS AND CONDITIONS 7. Delivery period: within one year which shall commence within <del>thirty (30)</del> <b>sixty (60)</b> calendar days after receipt of Notice to Proceed.</p>
<p>Page 40-41. Section VIII. Checklist of Technical and Financial Documents</p>	<p>Section VIII. Checklist of Technical and Financial Documents  <b><u>Technical Documents</u></b> <input type="checkbox"/> x x x <input type="checkbox"/> x x x <input type="checkbox"/> x x x <input type="checkbox"/> Ombudsman Bid Form No. 1 - Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after- sales/parts, if applicable; <u>AND</u></p>	<p>Section VIII. <b><u>Amended</u></b> Checklist of Technical and Financial Documents  <b><u>Technical Documents</u></b> <input type="checkbox"/> x x x <input type="checkbox"/> x x x <input type="checkbox"/> x x x <input type="checkbox"/> <b><u>Amended</u></b> Ombudsman Bid Form No. 1-Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>AND</u></p>

3. Bidders are reminded to use **Amended Ombudsman Bid Form No. 1 – Technical Specification with Bidder’s Statement of Compliance** and refer to the **Amended Invitation to Bid, Amended Special Conditions of the Contract, Amended Schedule of Requirements, and Amended Checklist of Technical and Financial Documents** which are all attached in this Supplemental/Bid Bulletin.
4. For further inquiries, you may coordinate with the Bids and Awards Committee Secretariat-Main at email address **ombbacsecmain@gmail.com** and/or Tel No. 8479-7300 local 2206.

Please be guided accordingly.



ADORACION A. AGBADA

Acting Assistant Ombudsman, OMB-Luzon *ng*  
Chairperson, Bids and Awards Committee-Main



Republic of the Philippines  
OFFICE OF THE OMBUDSMAN  
Agham Road, Diliman, Quezon City 1105

**AMENDED INVITATION FOR THE NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS) OF ONE (1) YEAR RENTAL OF PHOTOCOPIING MACHINES FOR THE OFFICE OF THE OMBUDSMAN**

1. The Office of the Ombudsman, through the General Appropriations Act for CY 2021 intends to apply the sum of **Nine Million Eight Hundred Seventy Thousand Pesos (₱9,870,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Negotiated Procurement (Two Failed Biddings) of One (1) Year Rental of Photocopying Machines for the Office of the Ombudsman** with Project Identification No. **QN 2022-2-099-AUG**. Bids/Quotations received in excess of the ABC shall be automatically rejected at bid opening/opening of best and final offer.
2. The Office of the Ombudsman, now invites bids/quotations for the above Procurement Project. **Delivery of goods and services is required for the period of one year which shall commence within sixty (60) calendar days** after receipt of Notice to Proceed. Bidders/Suppliers should have completed, within five (5) years from the date of submission and receipt of bids/quotations, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the proposed project for bidding/quotation. The description of an eligible bidder/supplier is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Procurement will be conducted through Negotiated Procurement using a non-discretionary “*pass/fail*” criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act.”
4. Negotiated Procurement is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183. Interested bidders should be enrolled in the Electronic Filing and Payment System (eFPS) program of the Bureau of Internal Revenue (BIR), pursuant to Executive Order No. 398, RR 3-2005, and must be registered under the Philippine Government Electronic Procurement System (PhilGEPS).
5. Prospective Bidders/Suppliers may obtain further information from the Office of the Ombudsman via email at [ombbacsecmain@gmail.com](mailto:ombbacsecmain@gmail.com) and inspect the documents posted at the Ombudsman and the PhilGEPS websites.
6. A complete set of the negotiation documents may be acquired/downloaded from the websites of PhilGEPS and the Office of the Ombudsman, **FREE OF CHARGE**, by interested Bidders starting **August 08, 2022 to August 22, 2022**.
7. The Office of the Ombudsman will hold a Negotiation Conference on **August 15, 2022 at 1:30 p.m.** through video conferencing via Zoom application which shall be open to

prospective bidders. **Prospective bidders should signify their intention to participate by sending an email to BAC Secretariat-Main** through the email address given below. The Meeting Link and Passcode to the video conference will be sent to the participants at least one (1) day before the event through email.

8. Bids/Quotations for the **Best and Final Offer** must be duly received by the BAC Secretariat-Main through manual/physical submission at the designated receiving area with authorized receiving personnel of Central Records Division of the Office of the Ombudsman **on or before August 22, 2022 at 2:00 p.m.** Late bids/quotations shall not be accepted. Unsealed or unmarked bid/quotation envelopes shall be rejected (Reference: Sec. 25.9, 2016 RIRR of RA 9184).
9. All Bids/Quotations must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
10. Bid opening/Opening of **Best and Final Offer** shall be on **August 23, 2022 at 1:30 p.m.** through video conferencing using Zoom application (face-to-face for the BAC Secretariat Main). The Meeting Link and Passcode to the video conference will be sent to the participants at least one (1) day before the event through email. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. Prospective bidders, who wish to join the negotiation conference and the bid opening of Best and Final Offers through video conferencing using Zoom, must send a letter of intent containing the names and email addresses of interested participants to the BAC Secretariat-Main email address: [ombbacsecmain@gmail.com](mailto:ombbacsecmain@gmail.com).
12. The Office of the Ombudsman reserves the right to accept or reject any and all bids/quotations, to annul the bidding/negotiated procurement process, and to declare a failure of bidding/negotiated procurement, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 RIRR of RA No. 9184, without thereby incurring any liability to the affected bidder/s or supplier/s.
13. Please refer to the table below for the summary of negotiation activities:

<b>AVAILABILITY OF NEGOTIATION DOCUMENTS</b> <i>Note: Due to COVID-19 pandemic, hard copies of documents are no longer issued due to health and safety protocols.</i>	<b>August 08, 2022 to August 22, 2022</b> - The documents may be downloaded from the PhilGEPS website or Ombudsman website.
<b>NEGOTIATION CONFERENCE</b>	<b>August 15, 2022 (Monday) at 1:30 p.m.</b> - Video Conferencing via Zoom application - Prospective bidders should signify their intention to participate by sending an email to the BAC Secretariat-Main and Zoom Meeting Link and Passcode will be provided at least one (1) day before the event.
<b>DEADLINE OF SUBMISSION OF BEST AND FINAL OFFER</b> (Note: Late bids/quotations shall not	<b>August 22, 2022 (Monday) at 2:00 p.m.</b> - <b>Manual / physical submission of negotiation documents</b> at the designated

be accepted. Unsealed or unmarked bid/quotation envelopes shall be rejected)	receiving area with authorized receiving personnel of Central Records Division of the Office of the Ombudsman, Ombudsman Main Building, Agham Road, Quezon City.
<b>OPENING OF BIDS/OPENING OF BEST AND FINAL OFFER</b>	<b>August 23, 2022 (Tuesday) at 1:30 p.m.</b> - Video Conferencing via Zoom application - Prospective bidders should signify their intention to participate by sending an email to the BAC Secretariat-Main and Meeting Link and Passcode will be provided at least one (1) day before the event.

14. For further information, please refer to:

**BIDS AND AWARDS COMMITTEE SECRETARIAT – MAIN**

Ground Floor, Ombudsman Main Building,

Agham Road, Diliman Quezon City 1105

☎ (02) 8479-73-00 loc.2206

✉ [ombbacsecmain@gmail.com](mailto:ombbacsecmain@gmail.com)/ [bac@ombudsman.gov.ph](mailto:bac@ombudsman.gov.ph)


[www.ombudsman.gov.ph](http://www.ombudsman.gov.ph) (see Bid Announcements)

15. You may visit the following websites for downloading of Negotiation Documents:
- **Office of the Ombudsman Official Website:** [www.ombudsman.gov.ph](http://www.ombudsman.gov.ph) (see links under *Bid Announcements*> under *Invitation to Bid*)
  - **Log in at PhilGEPS Website:** <https://notices.philgeps.gov.ph/>

08 August 2022, Quezon City, Philippines.



**ADORACION A. AGBADA**

Acting Assistant Ombudsman, OMB-Luzon   
Chairperson, Bids and Awards Committee

## Amended Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [<b>Quezon City, (Office of the Ombudsman, Agham Road, Diliman, Quezon City)</b>]. In accordance with INCOTERMS.”</p> <p>Upon delivery of the Goods to the Project Sites, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <p>a. Delivery receipt detailing number and description of items received signed by the authorized receiving personnel of the Procuring Entity.</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Mr. Willy O. Misa, Administrative Officer V, Property Management Section (PMS), General Services Division(GSD) Office of the Ombudsman, Agham Road, Quezon City with Telephone Nos.: 8479-7300 local 1232 or 1204</i></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>1. Supplier shall provide <b>83</b> units (consisting of <b>52</b> units plus <b>1</b> standby unit for OMB-Central; <b>8</b> units for OMB-MOLEO, <b>11</b> units for OMB-Luzon and <b>11</b> units for OSP) of photocopying machines with A1 condition, to the Office of the Ombudsman without minimum copy volume requirement per machine per month.</p>

2. With free repair, cleaning, maintenance and consumables (Toners) with minimum 15 pieces reserved toners subject to replenishment within a week after notice of withdrawal from the Property Management Section/General Services Division and other consumable (if any) and spare parts;
3. With at least one (1) Service Technician who will be stationed at and report to the General Services Division, Office of the Ombudsman, Agham Road, Diliman, Quezon City from 8:00 AM to 5:00 PM;
4. With minimum of 2% discount for the spoilage based on gross copies per month or current contract;
5. Machine/s that cannot be repaired within 24 hours shall be replaced the following working day;
6. With one (1) standby unit as temporary replacement for any defective unit;
7. Delivery period: within one year which shall commence within sixty (60) calendar days after receipt of Notice to Proceed;
8. Orientation for all end-users for actual demonstration and familiarization on the features and operation of the machines;
9. Compliance with other terms and condition to be incorporated in the contract; and
10. Regular maintenance check shall be conducted by the service provider on all machines twice a month to ensure continuous or uninterrupted utilization/operation.

The Contract price for rental services shall include all the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

1. Supplier shall provide 83 units (consisting of 52 units plus 1 standby unit for OMB-Central; 8 units for OMB-MOLEO, 11 units for OMB-Luzon and 11 units for OSP) of photocopying machines with A1 condition, to the Office of the Ombudsman without minimum copy volume requirement per machine per month.
2. With free repair, cleaning, maintenance and consumables (Toners) with minimum 15 pieces reserved toners subject to replenishment within a week after notice of withdrawal from the Property Management Section/General Services Division and other consumable (if any) and spare parts;
3. With at least one (1) Service Technician who will be stationed at and report to

	<p>the General Services Division, Office of the Ombudsman, Agham Road, Diliman, Quezon City from 8:00 AM to 5:00 PM;</p> <ol style="list-style-type: none"> <li>4. With minimum of 2% discount for the spoilage based on gross copies per month or current contract;</li> <li>5. Machine/s that cannot be repaired within 24 hours shall be replaced the following working day;</li> <li>6. With one (1) standby unit as temporary replacement for any defective unit;</li> <li>7. Delivery period: within one year which shall commence within <b><u>sixty (60)</u></b> calendar days after receipt of Notice to Proceed;</li> <li>8. Orientation for all end-users for actual demonstration and familiarization on the features and operation of the machines;</li> <li>9. Compliance with other terms and condition to be incorporated in the contract; and</li> <li>10. Regular maintenance check shall be conducted by the service provider on all machines twice a month to ensure continuous or uninterrupted utilization/operation.</li> </ol> <p>The Contract price for rental services shall include all the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts – xxx</b></p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>



The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

#### **Intellectual Property Rights –**

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

#### **OTHER TERMS AND CONDITIONS**

NOTE: For purposes of the rental/lease of the Photocopying Machines, the Office of the Ombudsman, being the Procuring Entity, is hereinafter referred to as the “LESSEE” while the Supplier is hereinafter referred to as the “LESSOR.”

#### **RENTAL SERVICE CHARGES**

(1) Rental Service Charges are computed from the date of installation of the **83** units (consisting of **52** units plus **1** standby unit for OMB-Central; **8** units for OMB-MOLEO, **11** units for OMB-Luzon and **11** units for OSP) of photocopying machines as evidenced by the Delivery Receipt signed by the LESSEE. The LESSOR before issuance of such receipt, should ensure that all **83** units are in A1 condition with at least **2019** as year manufactured for the machines offered and with product certification from the manufacturer; it is incumbent upon the LESSOR to establish that said machine/s are indeed in good working condition;

(2) Supplier shall provide **83** units (consisting of **52** units plus **1** standby unit for OMB-Central; **8** units for OMB-MOLEO, **11** units for OMB-Luzon and **11** units for OSP) of photocopying machines to the Office of the Ombudsman with no minimum copy volume requirement per machine per month;

(3) The authorized representatives of the LESSEE and the LESSOR shall, in each month on the date of closing as shown in the meter’s reading card, enter

the meter reading for the month in the card and certify thereunto, which shall serve as the basis of computing the rental for the month.

(4) The LESSEE shall be allowed a minimum of two percent (2%) discount for the spoilage based on the gross copies per month or current contract.

### **OWNERSHIP**

The machine/s including all the accessories shall remain the property of the LESSOR and the LESSEE undertakes not to claim ownership or title thereto. The LESSEE shall not make any alteration on the machines, nor shall it sell, dispose of, transfer, rent, pledge, mortgage, execute or otherwise deal the machine in any way which may be prejudicial to the rights of the LESSOR.

### **PAYMENT OF ACCOUNTS**

The monthly billing must be accompanied by the monthly maintenance report on all the 83 units duly signed by the authorized representative of the LESSEE.

### **DURATION AND TERMINATION OF THE AGREEMENT**

(1) The Agreement shall commence upon the installation of all the **83** units photocopying machines at the location set forth by the LESSEE, and shall be for a term of one (1) year, unless either party advises the other party in writing thirty (30) days prior to the conclusion of the initial or any renewal term, of its intention to terminate this Rental Service Agreement. Upon cancellation or termination of this Rental Service Agreement as herein provided, the LESSEE shall return the machine/s and its accessories to the LESSOR immediately, without the need for demand from the LESSOR.

### **LIABILITY OF SUPPLIER/LESSOR:**

The SUPPLIER/LESSOR shall be obliged to provide the following maintenance services in addition to the afore-cited provisions in the General Conditions of the Contract (GCC):

(1) The LESSOR shall make such inspections and adjustments on a monthly basis, or as are required to keep the machine/s in good working condition.

(2) The replacement parts of the machine/s shall be supplied and the necessary repairs shall be effected by the LESSOR without charge.

(3) The servicing shall be done during regular working hours only.

(4) The extra stand-by unit, shall be delivered/provided together with the **83** units, which shall be readily available whenever any of the machines breaks down.

(5) In case of machine breakdown, prompt on-call service within two hours after the same is reported must be done by the LESSOR. With at least one (1) Service Technician assigned in the Office of the Ombudsman, Agham Road, Diliman, Quezon City, reporting from 8:00 a.m. to 5:00 p.m. at the General

	<p>Service Division. If repair could not be done within the day, or the breakdown would necessitate major repair of the machine, a replacement unit must be supplied by the LESSOR and must be installed with the requisitioning unit/office of the LESSEE immediately within the same day.</p> <p>(6) The LESSOR will train, free of charge, the personnel to be assigned by the LESSEE to operate the machine/s.</p> <p>(7) The machine/s shall be installed at a place approved by the LESSEE, and when relocating the machine, the LESSEE shall communicate beforehand with the LESSOR which shall carry out the relocation, with the expenses relative thereto to be borne and paid by the LESSEE. It is understood that the LESSEE shall be liable for the damage or loss of the machine including the parts, consumables, and accessories therein for any unauthorized relocation.</p> <p>b. Failure to comply with any of the terms and conditions of the contract by the LESSOR shall mean forfeiture of the performance bond.</p> <p>c. In case of joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</p>
2.2	No further instructions.
4	No further instructions.

## *Section VI. Schedule of Requirements*

### QN 2022-2-099-AUG: Negotiated Procurement (Two Failed Biddings) for One (1) Year Rental of Photocopying Machines for the Office of the Ombudsman

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	One (1) Year Rental of Photocopying Machines for the Office of the Ombudsman			<p>1. Supplier shall provide <b>83</b> units (consisting of <b>52</b> units plus <b>1</b> standby unit for OMB-Central; <b>8</b> units for OMB-MOLEO, <b>11</b> units for OMB-Luzon and <b>11</b> units for OSP) of photocopying machines with A1 condition, to the Office of the Ombudsman without minimum copy volume requirement per machine per month.</p> <p>2. With free repair, cleaning, maintenance and consumables (Toners) with minimum 15 pieces reserved toners subject to replenishment within a week after notice of withdrawal from the Property Management Section/General Services Division and other consumable (if any) and spare parts;</p> <p>3. With at least one (1) Service Technician who will be stationed at and report to the General Services Division, Office of the Ombudsman, Agham Road, Diliman, Quezon City from 8:00 AM to 5:00 PM;</p> <p>4. With minimum of 2% discount for the spoilage based on gross copies per month or current contract;</p> <p>5. Machine/s that cannot be repaired within 24 hours shall be replaced the following working day;</p>

				<p>6. With one (1) standby unit as temporary replacement for any defective unit;</p> <p>7. Delivery period: within one year which shall commence within <b>sixty (60)</b> calendar days after receipt of Notice to Proceed;</p> <p>8. Orientation for all end-users for actual demonstration and familiarization on the features and operation of the machines;</p> <p>9. Compliance with other terms and condition to be incorporated in the contract; and</p> <p>10. Regular maintenance check shall be conducted by the service provider on all machines twice a month to ensure continuous or uninterrupted utilization/operation</p>
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**Note: Delivery of goods and services is required for the period of one year which shall commence within sixty (60) calendar days after receipt of Notice to Proceed.**

## Technical Specifications

### **AMENDED OMBUDSMAN BID FORM No. 1 – TECHNICAL SPECIFICATION WITH BIDDER’S STATEMENT OF COMPLIANCE**

**HON. ADORACION A. AGBADA**

Chairperson, Bids and Awards Committee  
Office of the Ombudsman  
Agham Road, North Triangle  
Diliman, Quezon City

Madam:

Herewith is our TECHNICAL PROPOSAL for your office requirement:

(INSTRUCTION TO BIDDER: **Check**  the **“Comply”** box if bidder complies with the Ombudsman Specifications. A Technical Proposal containing unchecked “Comply” boxes would be automatically rated as “FAILED.”)

<b>ONE (1) LOT- ONE (1) YEAR RENTAL OF PHOTOCOPYING MACHINES FOR THE OFFICE OF THE OMBUDSMAN</b>			
Qty	Unit	Office of the Ombudsman Specifications	Bidder’s Specifications
		<b>I. TECHNICAL SPECIFICATIONS</b>	
		1. A1 condition of Photocopying Machines;	<input type="checkbox"/> Comply
		2. With single pass automatic document feeder;	<input type="checkbox"/> Comply
		3. With electronic sorter/collator or its equivalent;	<input type="checkbox"/> Comply
		4. With at least two (2) cassette trays/racks (adjustable);	<input type="checkbox"/> Comply
		5. A3 to A5 index to 11” x 17” copy size;	<input type="checkbox"/> Comply
		6. With duplex for back-to-back copy and bypass tray;	<input type="checkbox"/> Comply
		7. With zoom magnifications (reduction and enlargement);	<input type="checkbox"/> Comply
		8. Minimum speed: at least <u>55</u> copies per minute;	<input type="checkbox"/> Comply
		9. With at least 2019 as year manufactured for the machines offered; and	<input type="checkbox"/> Comply
		10. With product certification from the manufacturer.	<input type="checkbox"/> Comply
		<b>II. TERMS AND CONDITIONS</b>	
		1. No minimum copy volume requirement per machine per month;	<input type="checkbox"/> Comply
		2. With free repair, cleaning, maintenance and consumables (Toners) with minimum 15 pieces reserved toners subject to replenishment within a week after notice of withdrawal from	<input type="checkbox"/> Comply

		the Property Management Section/General Services Division and other consumable (if any) and spare parts;	
		3. With at least one (1) Service Technician who will be stationed at and report to the General Services Division, Office of the Ombudsman, Agham Road, Diliman, Quezon City from 8:00 AM to 5:00 PM;	<input type="checkbox"/> Comply
		4. With minimum of 2% discount for the spoilage based on gross copies per month or current contract;	<input type="checkbox"/> Comply
		5. Machine/s that cannot be repaired within 24 hours shall be replaced the following working day;	<input type="checkbox"/> Comply
		6. With one (1) standby unit as temporary replacement for any defective unit;	<input type="checkbox"/> Comply
		7. Delivery period: within one year which shall commence within <b>sixty (60)</b> calendar days after receipt of Notice to Proceed;	<input type="checkbox"/> Comply
		8. Orientation for all end-users for actual demonstration and familiarization on the features and operation of the machines;	<input type="checkbox"/> Comply
		9. Compliance with other terms and condition to be incorporated in the contract; and	<input type="checkbox"/> Comply
		10. Regular maintenance check shall be conducted by the service provider on all machines twice a month to ensure continuous or uninterrupted utilization/operation.	<input type="checkbox"/> Comply
		<b>III. DISTRIBUTION OF PHOTOCOPYING MACHINES</b>	
		A. CENTRAL OFFICE	
<b>5</b>	units	1. OMB Proper	<input type="checkbox"/> Comply
<b>1</b>	unit	2. OLA	<input type="checkbox"/> Comply
<b>1</b>	unit	3. PMB	<input type="checkbox"/> Comply
<b>1</b>	unit	4. PAMO II	<input type="checkbox"/> Comply
<b>1</b>	unit	5. PIAB-B	<input type="checkbox"/> Comply
<b>1</b>	unit	6. PIAB-D	<input type="checkbox"/> Comply
<b>1</b>	unit	7. PIAB-F	<input type="checkbox"/> Comply
<b>1</b>	unit	8. PAMB	<input type="checkbox"/> Comply
<b>1</b>	unit	9. FIO II	<input type="checkbox"/> Comply
<b>1</b>	unit	10. GIB-B	<input type="checkbox"/> Comply
<b>1</b>	unit	11. GIB-D	<input type="checkbox"/> Comply
<b>1</b>	unit	12. GIB-F	<input type="checkbox"/> Comply
<b>1</b>	unit	13. FMIO	<input type="checkbox"/> Comply
<b>1</b>	unit	14. MISS	<input type="checkbox"/> Comply
<b>1</b>	unit	15. PACPO	<input type="checkbox"/> Comply
<b>1</b>	unit	16. PAB-Clearance	<input type="checkbox"/> Comply



1	unit	17. CCB	<input type="checkbox"/> Comply
1	unit	18. PIMRB	<input type="checkbox"/> Comply
1	unit	19. GAO	<input type="checkbox"/> Comply
1	unit	20. CRD SALN	<input type="checkbox"/> Comply
1	unit	21. GSD - BA	<input type="checkbox"/> Comply
1	unit	22. Standby	<input type="checkbox"/> Comply
1	unit	23. OODO	<input type="checkbox"/> Comply
1	unit	24. NIC	<input type="checkbox"/> Comply
1	unit	25. PAMO 1	<input type="checkbox"/> Comply
1	unit	26. PIAB-A	<input type="checkbox"/> Comply
1	unit	27. PIAB-C	<input type="checkbox"/> Comply
1	unit	28. PIAB-E	<input type="checkbox"/> Comply
1	unit	29. PIEMS	<input type="checkbox"/> Comply
1	unit	30. FIO I	<input type="checkbox"/> Comply
1	unit	31. GIB-A	<input type="checkbox"/> Comply
1	unit	32. GIB-C	<input type="checkbox"/> Comply
1	unit	33. GIB-E	<input type="checkbox"/> Comply
3	unit	34. FIO Admin.	<input type="checkbox"/> Comply
1	unit	35. PBD/Accounting	<input type="checkbox"/> Comply
1	unit	36. SMD	<input type="checkbox"/> Comply
1	unit	37. PAB	<input type="checkbox"/> Comply
1	unit	38. RSSB	<input type="checkbox"/> Comply
1	unit	39. BRO	<input type="checkbox"/> Comply
1	unit	40. BAC	<input type="checkbox"/> Comply
3	units	41. CRD-Main	<input type="checkbox"/> Comply
1	unit	42. HRMD	<input type="checkbox"/> Comply
1	unit	43. Property	<input type="checkbox"/> Comply
1	unit	44. Library	<input type="checkbox"/> Comply
1	unit	45. COA	<input type="checkbox"/> Comply
		<b>B. SECTORAL OFFICES</b>	
8	units	1. OMB MOLEO	<input type="checkbox"/> Comply
11	units	2. OMB Luzon	<input type="checkbox"/> Comply
11	units	3. OSP	<input type="checkbox"/> Comply
<b>83</b>	<b>units</b>	<b>GRAND TOTAL</b>	<input type="checkbox"/> Comply

Very truly yours,

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Signature Over Printed Name

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Position

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Company

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Telephone Number/s

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Email address/es

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Date signed

Statement of Compliance

*[Bidders must check the "Comply" box against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

## **Amended Checklist of Technical and Financial Documents**

### **I. TECHNICAL COMPONENT ENVELOPE**

[Note: The Bidder must **submit two copies** of the first envelope-(1) Original Copy and (2) Copy 1]

#### *Class “A” Documents*

##### **Legal Documents**

- Valid and current Certificate of PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR of RA 9184 and GPPB Resolution No. 15-2021 dated 14 October 2021<sup>1</sup>.

##### *Notes:*

Only the current/updated Certificate of PhilGEPS Registration (Platinum Membership) shall be accepted during the Opening of Bids. Also, expired Certificate shall be a ground for the bid to be considered “failed”.

##### **Technical Documents**

- Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **AND**
- Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **AND**
- Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **OR**
  - Original copy of Notarized Bid Securing Declaration; **AND**

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<sup>1</sup> The following are the related provisions/requirements based on GPPB Resolution No. 15-2021 dated 14 October 2021 regarding submission of valid/current PhilGEPS Certificate of Registration (Platinum Membership):

- LIFT the suspension on the implementation of mandatory submission of the PhilGEPS Certificate of Registration (Platinum Membership) in Competitive Bidding and Limited Source Bidding, thus, fully enforcing Section 8.5.2 and 54.6 of the 2016 revised IRR of RA 9184 starting 01 January 2022; and
- AMEND Sections 23.1(a)(ii) and 24.1(a)(ii) of the 2016 revised IRR of RA 9184 to reflect that the submission of the recently expired Mayor’s Permit together with the Official Receipt as proof that the prospective bidders has applied for renewal within the period prescribed by the concerned local government unit shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 8.5.2 of the 2016 revised IRR of RA 9184

- Amended Ombudsman Bid Form No. 1**-Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **AND**
- Original duly signed Omnibus Sworn Statement (OSS) (use GPPB prescribed form as per GPPB Resolution No. 16-2020) [see the sample form]; and
- Proof of Appointment of Bidder's Authorized Representative(s):
  - NOTARIZED Certificate issued by the Corporate Secretary (for Corporation/Cooperative/Joint Venture) or issued by the Managing Partner or President (for Partnership), attesting the appointment of the bidder's representative(s) [see the sample form]; **OR**
  - NOTARIZED Special Power of Attorney for Sole Proprietorship (see the sample form).

**Financial Documents**

- BIDDER'S AUDITED FINANCIAL STATEMENT (AFS), showing, among others, the Bidder's total and current assets and liabilities, stamped "RECEIVED" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.<sup>2</sup>
- BIDDER'S COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC) which must be at least equal to the Approved Budget for the Contract (ABC) based on the submitted AFS under Annex "A" of PhilGEPS Certificate or submitted AFS, and lists of ongoing project(s);<sup>3</sup> **OR**

***Class "B" Documents***

- If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; **OR**
- Duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the

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<sup>2</sup>Audited Financial Statement (AFS) submitted under Annex A of PhilGEPS Certificate is acceptable provided that the same is for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission. Further, electronically filed AFS should be supported by proof of confirmation receipt from the BIR.

<sup>3</sup> NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

- [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- If the Bidder claims preference as a Domestic Bidder/Domestic Entity, the bidder must submit:
  - Certification from the Department of Trade and Industry stating that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.

## II. FINANCIAL COMPONENT ENVELOPE

[Note: The Bidder must **submit two copies** of the second envelope-(1) Original Copy and (2) Copy 1]

- Ombudsman Bid Form No. 2**- Original of duly signed and accomplished Financial Bid Form<sup>4</sup>; **AND**
- Original of duly signed and accomplished Price Schedule(s).

### Important note:

For authentication purposes, **ALL PAGES** of the bidding documents for submission **must be certified** by the authorized signatory of the participating Bidder/Company. The bidders are also reminded to put proper tab on each bidding documents.

The bidder should use the prescribed Sample Forms on the pages indicated in the table of Sample Forms.

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<sup>4</sup>Note: Where a required item is provided but no price is indicated, the same shall be considered as non-responsive. However, specifying a "0" (zero) or "-" (dash) for the said item would mean that it is being offered for FREE to the government, except those required by law or regulations to be provided for (Section 32.2.1 (a), Rule IX, IRR)