



BID BULLETIN NO. 1
For LBP-HOBAC-ITB-GS-20180627-02

PROJECT : **Three (3) Years Managed Photocopy Services for LANDBANK Offices**

Lot 1 - Twenty (20) Units at LANDBANK National Capital Region Offices (Estimated Volume of 1,800,000 copies)

Lot 2 - Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)

IMPLEMENTOR : **Procurement Department**

DATE : **August 2, 2018**

This Bid Bulletin is issued to modify, amend or clarify items in the Bid Documents. This shall form an integral part of the Bid Documents.

The modifications, amendments or clarifications are as follows:

- The Terms of Reference (Annexes A-1 to A-4), ITB Clauses 1.2, 2, 5.4, 13.2 (a), 18.1 & 28.3 of the Bid Data Sheet (BDS), Section VI (Schedule of Requirements), Section VII (Specifications), Form No. 1 (Bid Form), Form No. 2 (Schedule of Prices), Contract Agreement Form and Checklist of the Bidding Documents (Items 5 & 6 of the Technical Documents and Items 1 & 2 of the Financial Documents) have been revised. Please see attached revised Annexes A-1 to A-4 and the specified sections of the Bidding Documents.


ALWIN I. REYES, CSSP
Assistant Vice President
Head, Procurement Department and
HOBAC Secretariat



Land Bank of the Philippines

Invitation to Bid For

Three (3) Years Managed Photocopy Services for LANDBANK Offices

1. The LAND BANK OF THE PHILIPPINES (LANDBANK), through its Corporate Budget for the contract approved by the Board of Directors for 2018 intends to apply the total sum of Seven Million Eight Hundred Sixty Six Thousand Pesos Only (Php7,866,000.00) being the Approved Budget for the Contract to payments under the contract for the Three (3) Years Managed Photocopy Services for LANDBANK Offices/ITB No. LBP-HOBAC-ITB-GS-20180627-02, broken down as follows:

Lot No.	Item/Description	Approved Budget for the Contract
1	Twenty (20) Units at LANDBANK National Capital Region (NCR) Offices (Estimated Volume of 1,800,000 copies)	P810,000.00
2	Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)	P7,056,000.00

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

2. The LANDBANK now invites bids for the Three (3) Years Managed Photocopy Services for LANDBANK Offices. Delivery period is indicated in Section VI, Schedule of Requirements. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding 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 R.A. 5183 and subject to Commonwealth Act 138.

4. Interested bidders may obtain further information from LANDBANK and inspect the Bidding Documents at the address given below during office hours from 8:00 A.M. to 5:00 P.M.:

Procurement Department
Land Bank of the Philippines
25th Floor LANDBANK Plaza Building
1598 M.H. Del Pilar cor. Dr. J. Quintos Sts.
1004 Malate, Manila
lbphobac@mail.landbank.com

The complete set of Bidding Documents may be purchased by interested Bidders on _____ from the address indicated above and upon payment of Bidding Documents fee in the amount as follows:

Lot 1	Twenty (20) Units at LANDBANK National Capital Region (NCR) Offices (Estimated Volume of 1,800,000 copies)	P500.00
Lot 2	Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)	P3,600.00

It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the LANDBANK website, provided that Bidders shall pay the corresponding Bidding Documents Fee not later than the submission of their bids.

5. The LANDBANK will hold a Pre-Bid Conference on _____, at the **Bidding Room, 25th Floor, LANDBANK Plaza Building, 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila**. Only those bidders which have purchased the Bidding Documents shall be allowed to request for clarification on any part of the Bidding Documents or for an interpretation, at least three (3) calendar days after the pre-bid conference.

Bidders are prohibited from recording (audio or video) the proceedings of the pre-bid conference.

6. Bids must be dropped at the designated Bid Box located at the LANDBANK Procurement Department PROPERLY SEALED, MARKED AND TIME STAMPED, on or before the **11:00 A.M.** deadline on _____. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause A.18.

Bid opening shall be on _____ at the Bidding Room, 25th Floor, LANDBANK Plaza Building, 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

Bid Data Sheet

ITB Clause										
1.1	The Procuring Entity is LAND BANK OF THE PHILIPPINES (LANDBANK).									
1.2	<p>The lots and references are:</p> <p>Three (3) Years Managed Photocopy Services for LANDBANK Offices</p> <p>Lot 1 - Twenty (20) Units at LANDBANK National Capital Region (NCR) Offices (Estimated Volume of 1,800,000 copies) with ABC of P810,000.00</p> <p>Lot 2 - Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies) with ABC of P7,056,000.00</p> <p>ITB No. LBP-HOBAC-ITB-GS-20180627-02</p>									
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the Corporate Budget for the contract approved by the LANDBANK Board of Directors for 2018 in the amount Seven Million Eight Hundred Sixty Six Thousand Pesos Only (Php7,866,000.00).</p> <p>The name of the Project is Three (3) Years Managed Photocopy Services for LANDBANK Offices:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%; text-align: center;">Lot No.</th> <th style="width: 60%; text-align: center;">Item/Description</th> <th style="width: 30%; text-align: center;">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Twenty (20) Units at LANDBANK National Capital Region (NCR) Offices (Estimated Volume of 1,800,000 copies)</td> <td style="text-align: center;">P810,000.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)</td> <td style="text-align: center;">P7,056,000.00</td> </tr> </tbody> </table>	Lot No.	Item/Description	Approved Budget for the Contract	1	Twenty (20) Units at LANDBANK National Capital Region (NCR) Offices (Estimated Volume of 1,800,000 copies)	P810,000.00	2	Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)	P7,056,000.00
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3.1	No further instructions.									
5.1	No further instructions.									
5.2	Foreign bidders, falling under ITB Clause 5.2 (b) and/or doing business in the Philippines may participate in this Project provided they meet the requirements under Section 23.4.1.2 of the Revised IRR of RA 9184.									

5.4	<p>The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(iv), a single contract that is similar to this Project, equivalent to at least twenty five percent (25%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to contracts involving provision of managed printing or photocopying services or sale of printers, photocopiers and consumables.</p> <p>Bidders must submit proof of their respective Single Largest Completed Contract. Proofs shall be:</p> <ul style="list-style-type: none"> • Copy of the contract or purchase order; or • Copy of official receipt/collection receipt or Certificate of Satisfactory Performance from bidder's client.
7	No further instructions.
8.1	As a general rule, subcontracting is not allowed.
8.2	Not applicable.
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on _____ at Bidding Room, 25th Floor, LANDBANK Plaza Building, 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila.</p>
10.1	<p>The Procuring Entity's address is:</p> <p>Land Bank of the Philippines 25th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila www.landbank.com</p> <p>Contact person :</p> <p>Mr. Alwin I. Reyes, CSSP Assistant Vice President Head, Procurement Department 1598 M.H. Del Pilar cor. Dr. J. Quintos Sts. 1004 Malate, Manila Tel. (+632) 522-0000 or 551-2200 local 7370 Fax (+632) 528-8587 lbphobac@mail.landbank.com</p>
12.1	<p>Bidders may still submit their Class "A" Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the same IRR, or if already registered in the PhilGEPS under Platinum category, their Certificate of Registration and Membership in lieu of their uploaded file of Class "A" Documents, or a combination thereof. In case the bidder opted to submit their Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-</p>

	qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.									
12.1(a)(ii)	The statement of all ongoing government and private contracts (use Form No. 3) and Single Largest Completed Contract (use Form No. 4) similar to the contract to be bid shall include all such contracts within five (5) years prior to the deadline for the submission and receipt of bids.									
13.1	Bidders are required to use the Bid Form provided in Section VIII. Bid Form (use Form Nos.1 and 2).									
13.1(b)	No further instructions.									
13.1(c)	Not applicable.									
13.2 (a)	<p>The Approved Budget for the Contract (ABC) is Seven Million Eight Hundred Sixty Six Thousand Pesos Only (Php7,866,000.00).</p> <table border="1" data-bbox="491 730 1388 1048"> <thead> <tr> <th>Lot No.</th> <th>Item/Description</th> <th>Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Twenty (20) Units at LANDBANK National Capital Region (NCR) Offices (Estimated Volume of 1,800,000 copies)</td> <td>P810,000.00</td> </tr> <tr> <td>2</td> <td>Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)</td> <td>P7,056,000.00</td> </tr> </tbody> </table> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>	Lot No.	Item/Description	Approved Budget for the Contract	1	Twenty (20) Units at LANDBANK National Capital Region (NCR) Offices (Estimated Volume of 1,800,000 copies)	P810,000.00	2	Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)	P7,056,000.00
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13.2(b)	Not applicable.									
15.4(a)(iii)	Please refer to Clause 6.2 of the Special Conditions of the Contract for the incidental services required.									
15.4(b)(i)	The price of the Goods shall be quoted DDP specified delivery site/s.									
15.4(b)(ii)	Please refer to Clause 6.2 of the Special Conditions of the Contract for the incidental services required.									
16.1(b)	The Bid Prices for the Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.									
16.3	Not applicable.									
17.1	Bids will be valid until 120 calendar days from date of opening of bids.									
18.1	The bid security shall be limited to Bid Securing Declaration or any other form in accordance with the following minimum amount:									

Form of Bid Security	Minimum Amount of Bid Security
(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank	Lot 1 – P16,200.00 Lot 2 – P141,120.00
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Lot 1 – P40,500.00 Lot 2 – P352,800.00

1. If bid security is in the form of cash, a bidder is required to secure a Payment Acceptance Order (PAO) from LANDBANK Procurement Department. The PAO shall then be presented to any of the Tellers at the Cash Department (Ground Floor, LANDBANK Plaza Building) together with the corresponding cash. The Cash Department Teller shall issue a machine validated Official Receipt (OR) evidencing payment of the bid security. The original and/or certified true copy of the Official Receipt shall be enclosed in Bid Envelope No. 1 (Eligibility and Technical Proposal/Documents). The original official receipt shall be returned by the BAC Secretariat to the bidder immediately after the opening of bids.
2. If bid security is in the form of cashier's/manager's check, the check should be payable to LAND BANK OF THE PHILIPPINES.
3. If in the form of bank draft/guarantee, the bidder may use the standard format of the issuing Bank, provided the ITB No. and Name of the Project are indicated.
4. If in the form of Standby Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises – Market Lending Department 2 (SME-MLD 2) with the following contact details:
 - (a) CBD 2 – 18th Floor, LANDBANK Plaza Building
 Ms. Erlin G. Del Rosario – Account Officer
 Telephone No. 405-7345 local 2117
 (For Assets 1 Billion and up)
 - (b) SME-MLD 2 - 18th Floor, LANDBANK Plaza Building
 Mr. Ronaldo Robles – Account Officer
 Telephone No. 405-7431 local 7431
 (For Assets below 1 Billion)

24.1	<p>The place of bid opening is:</p> <p style="padding-left: 40px;">25th Floor Bidding Room Procurement Department Land Bank of the Philippines LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila</p> <p>The date and time of bid opening is 11:00 A.M., _____</p>									
24.2	No further instructions.									
27.1	No further instructions.									
28.3	<p>All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal in any or all lots and; evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation and contract award.</p> <table border="1" data-bbox="491 869 1385 1182"> <thead> <tr> <th data-bbox="491 869 571 929">Lot No.</th> <th data-bbox="571 869 1166 929">Item/Description</th> <th data-bbox="1166 869 1385 929">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td data-bbox="491 929 571 1055">1</td> <td data-bbox="571 929 1166 1055">Twenty (20) Units at LANDBANK National Capital Region (NCR) Offices (Estimated Volume of 1,800,000 copies)</td> <td data-bbox="1166 929 1385 1055">P810,000.00</td> </tr> <tr> <td data-bbox="491 1055 571 1182">2</td> <td data-bbox="571 1055 1166 1182">Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)</td> <td data-bbox="1166 1055 1385 1182">P7,056,000.00</td> </tr> </tbody> </table>	Lot No.	Item/Description	Approved Budget for the Contract	1	Twenty (20) Units at LANDBANK National Capital Region (NCR) Offices (Estimated Volume of 1,800,000 copies)	P810,000.00	2	Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)	P7,056,000.00
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28.3(b)	Bid modification is not allowed.									
28.4	No further instructions.									
29.2(a)	Certified true copy of Value Added Tax (VAT) or Percentage Tax (PT) Returns for the last two (2) quarters filed manually or through the BIR Electronic Filing and Payment System (EFPS). Only tax returns filed manually or through EFPS and taxes paid shall be accepted.									
29.2(c)	No further instructions.									
32.4(f)	No further instructions.									
33.2	<p>If in the form of Standby Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises – Market Lending Department 2 (SME-MLD 2) with the following contact details:</p> <p style="padding-left: 40px;">(a) CBD 2 – 18th Floor, LANDBANK Plaza Building Ms. Erlin G. Del Rosario – Account Officer Telephone No. 405-7345 local 2117 (For Assets 1 Billion and up)</p>									

Schedule of Requirements

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

Quantity	Item Description	Delivery Period and Destination
Three (3) Years	<p>Managed Photocopy Services for LANDBANK Offices:</p> <p>Lot 1 - Twenty (20) Units at LANDBANK National Capital Region Offices (Estimated Volume of 1,800,000 copies)</p> <p>Lot 2 – Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)</p>	<p>Delivery Period: Forty five (45) calendar days upon receipt of Notice to Proceed.</p> <p>Delivery Site: Designated LANDBANK Offices per attached Annexes B-1 and B-2</p> <p>Contact Person: Mr. Rommel C. Pascua</p> <p>Contact Nos.: (02) – 405-7623</p>

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Specifications

Quantity	Specifications	Statement of Compliance
Three (3) Years	<p>Managed Photocopy Services for LANDBANK Offices:</p> <p>Lot 1 – Twenty (20) Units at LANDBANK National Capital Region Offices (Estimated Volume of 1,800,000 copies)</p> <p>Lot 2 – Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)</p> <p>Scope of works, specifications and other requirements per attached Revised Terms of Reference (Annexes A-1 to A-4).</p> <p>The following documents must be submitted inside the eligibility/technical envelope:</p> <ul style="list-style-type: none"> • Brochure or other official documents coming from the manufacturer indicating the complete specifications of the offered photocopier machine. 	<p>Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each specification.</p> <p>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid. 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 Bidders 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii)</p> <p>Please state here either “Comply” or “Not Comply”</p>

	<ul style="list-style-type: none">• Certificate of Satisfactory Performance issued by a previous client belonging to Top 1000 Corporations in the Philippines or agencies of the government.• List of business office and parts and consumables depot in NCR, Luzon, Visayas and Mindanao with addresses, contact persons and contact numbers.	
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Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Form No. 1

Bid Form

Date: _____

To: Land Bank of the Philippines
LANDBANK Plaza Building
1598 M.H. Del Pilar corner Dr. J. Quintos Streets
1004 Malate, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers _____ *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Three (3) Years Managed Photocopy Services for LANDBANK Offices in conformity with the said Bidding Documents for the sum of:

Lot No.	Item/Description	Total Bid Amount in Words (VAT Inclusive)	Total Bid Amount in Figures (VAT Inclusive)
1	Twenty (20) Units at LANDBANK National Capital Region (NCR) Offices (Estimated Volume of 1,800,000 copies)		
2	Eighty (80) Units at LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies)		

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof, and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause A.5 of the Bidding Documents.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

SCHEDULE OF PRICES

1	2	3	4	5	6	7	8	9	10
Lot No.	Item Description	Country of Origin	Estimated Quantity	Unit price EXW per item	Cost of local labor, raw material and component	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (cols. 8 + 9) x 4
1	Three (3) Years Managed Photocopy Services for LANDBANK Offices	N/A	1,800,000 copies	N/A	N/A	N/A	P _____	P _____	P _____
2	LANDBANK National Capital Region Offices (20 Units)		7,200,000 copies				P _____	P _____	P _____
	LANDBANK Provincial Offices (80 Units)						P _____	P _____	P _____
					TOTAL		P _____	P _____	P _____

Please credit payment to:

Account Name: _____

Account Number: _____

LBP Branch: _____

Name of Bidder

Signature over Printed Name of Authorized Representative

Position

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20____ between LAND BANK OF THE PHILIPPINES of the Philippines (hereinafter called "the Entity") of the one part and _____ [name of Supplier] of _____ [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Three (3) Years Managed Photocopy Services for LANDBANK Offices: Lot 1 - LANDBANK National Capital Region Offices (Estimated Volume of 1,800,000 copies) and Lot 2 - LANDBANK Provincial Offices (Estimated Volume of 7,200,000 copies) has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Checklist of Bidding Documents for Procurement of Goods and Services

Documents should be arranged as per this Checklist. Kindly provide folders or guides, dividers and ear tags with appropriate labels.

The Technical Component (First Envelope) shall contain the following:

1. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture (sample form - Form No.7).

2. Duly notarized Omnibus sworn statement (sample form - Form No.6).

3. Eligibility requirements

- **Legal Document**

- 3.a PhilGEPS Certificate of Registration (Platinum Membership). All documents enumerated in its Annex A must be updated; or

- 3.b Class "A" eligibility documents as follows:

- Registration Certificate from SEC, Department of Trade and Industry (DTI) for Sole Proprietorship, or CDA for Cooperatives, or any proof of such registration as stated in the Bidding Documents;
- Valid and current mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located; and
- Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

- **Technical / Financial Documents**

- 3.c 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, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB. (sample form - Form No. 3). The duly signed form shall still be submitted even if the bidder has no on-going contract.

- 3.d Statement of the prospective bidder identifying its single largest completed contract similar to the contract to be bid, equivalent to at least fifty percent (50%) of the ABC supported with contract/purchase order, end-user's acceptance or official receipt(s) issued for the contract, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB. (sample form - Form No. 4).
- 3.e The prospective bidder's audited financial statements, showing, among others, the prospective 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.
- 3.f The prospective bidder's computation for its Net Financial Contracting Capacity (sample form - Form No. 5).
- 3.g Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, 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 bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance.
- 3.h Brochure or other official documents coming from the manufacturer indicating the complete specifications of the offered photocopier machine.
- 3.i Certificate of Satisfactory Performance issued a by previous client belonging to Top 1000 Corporations in the Philippines or agencies of the government.
- 3.j List of business office and parts and consumables depot in NCR, Luzon, Visayas and Mindanao with addresses, contact persons and contact numbers.
4. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet);
5. **Revised Schedule VI - Schedule of Requirements with signature of bidder's authorized representative.**
6. **Revised Section VII - Specifications with response on compliance and signature of bidder's authorized representative.**

7. Post-Qualification Documents – (Non-submission of these documents during the bid opening shall not be a ground for the disqualification of the bidder):
 - 7.a Business Tax Returns per Revenue Regulations 3-2005 (BIR No. 2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through the BIR Electronic Filing and Payment System (EFPS);
 - 7.b Income Tax Return for 2017 filed manually or through EFPS.

The Financial Component (Second Envelope) shall contain the following:

- 1. Duly filled out Revised Bid Form signed by the bidder's authorized representative (sample form - Form No.1)**
- 2. Duly filled out Revised Schedule of Prices signed by the bidder's authorized representative (sample form - Form No.2)**

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TERMS OF REFERENCE
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I. SCOPE OF WORK

1. **Supply, delivery and installation of brand new photocopiers;**
2. Provision of genuine consumables;
3. Provision of free comprehensive maintenance services which covers labor, parts (including consumables such as developers and drums), service and support; and
4. Provision of a help desk that will provide free first line assistance.

II. QUALIFICATIONS OF SUPPLIER

1. The Supplier must have been in the business of supplying photocopiers and photocopier consumables for at least three (3) years.
2. The supplier must have satisfactorily completed a contract with a client belonging to the Top 1000 Corporations in the Philippines or agencies of the government. A certificate of satisfactory performance of contract issued by the client concerned must be submitted by the Supplier.
3. The Supplier must have a business office and parts and consumables depot in NCR. It must have also service centers in Luzon, Visayas and Mindanao. A list of said installations with their respective addresses, contact persons and contact numbers shall be submitted.

III. MINIMUM SPECIFICATIONS

A. Photocopier

1. Copy, print and scan with Duplex Automatic Document Feeder (DADF)
2. Automatic back-to-back printing, scanning and copying
3. 24 copies per minute (A4) print speed
4. Department ID (100 users)
5. **250-sheet cassette tray, A4 and Letter size papers**
6. **50-sheet by-pass tray, A4 and Legal size papers**

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7. Free pedestal

8. Production year - not earlier than 2016

B. Toners should be genuine, non-toxic and without offensive smell

IV. DELIVERY

1. The Supplier shall deliver and install the photocopiers at the designated LANDBANK offices within thirty (30) calendar days upon receipt of Notice to Proceed (NTP). The NTP may be sent by LANDBANK through email, fax, courier, mail and by any other means and shall be considered received by the Supplier once receipt of the same has been confirmed by any of the Supplier's employee or agent.
2. The photocopiers shall be loaded with complete set of consumables upon installation and provided with spare toners sufficient for one month consumption of the end-user offices where they are deployed. A minimum of one piece spare toner per machine shall be provided by the Supplier.
3. The Supplier shall orient and train designated LANDBANK users on the usage and basic maintenance of the photocopiers. The orientation/training shall be done upon installation of the photocopier.
4. The Supplier shall replenish the spare toner inventory within twenty (20) working days upon receipt of order. The order may be placed by LANDBANK through telephone, email, fax, courier, mail and by any other means and shall be considered received by the Supplier's employee or agent.

V. DURATION OF CONTRACT

1. The Contract shall end after three (3) years, reckoned from the date of acceptance by LANDBANK of a particular photocopier unit.
2. In addition to the Contract termination clauses stated in Sec. 23 to 26 of General Conditions of the Contract of the Bidding Documents, this contract may be pre-terminated in whole or in part, subject to sixty (60) days advance notice, by any of the parties for valid reasons such as:
 - a. Non-compliance with service level agreement for 3 times or more within a one-month period for at least 3 months in a given year; and

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- b. Unsatisfactory performance (Very Unsatisfied and Unsatisfied ratings from 10% or more of the end-user units) for at least 3 months in a given year based on the results of a Satisfaction Survey which LANDBANK - Procurement Department may conduct.

VI. PAYMENT TERMS

1. The Supplier shall bill the LANDBANK offices concerned on a monthly basis. The billing shall be based on the actual number of pages photocopied/printed, minus 2% spoilage discount, multiplied by the supplier's bid price per page.
2. The total bid price of the winning supplier shall be divided by the total estimated pages indicated in the Bid Documents to determine the bid price per page.
3. LANDBANK shall pay the Supplier within 45 calendar days upon receipt of bill and complete supporting documents.
4. All replacement parts necessary to restore the photocopiers into operating condition, other consumables like drum, repair and maintenance services and support services shall be for the account of the Supplier.
5. There shall be no adjustment in the quoted prices throughout the duration of this Contract.

VII. PROBLEM MANAGEMENT

1. All service calls made by LANDBANK to the Supplier shall be immediately responded through telephone assistance within 15 minutes upon receipt of call. Calls not addressed through telephone assistance shall be handled according to their severity levels, as follows:

Severity Level	Definition	Response Time
Emergency	Photocopier has problem and not able to continue operation	Within 2 working days upon receipt of call
Priority 1	Photocopier has problem but able to continue operation	Within 5 working days upon receipt of call
Priority 2	Photocopier needs preventive maintenance but able to continue operation; spare toner inventory needs replenishment	Within 20 working days upon receipt of call

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2. Penalty for non-compliance with the above mentioned response times shall be Php500.00 per instance for every day of delay. The penalty shall be deducted by LANDBANK from the succeeding billings of the supplier.
3. Any photocopier which becomes defective shall be replaced immediately if it could not be repaired on-site within 4 hours from start of repair work in order to avoid interruptions in the operation of LANDBANK. The service unit shall be of the same or higher specifications than the installed unit.

VIII. OTHER TERMS AND CONDITIONS

1. LANDBANK may request for replacement of any of the photocopiers or their consumables if they are found to be noisy or unfit for corporate use and for other reasons which may have negative implications on the Bank's corporate image, may cause disturbance in the working environment or jeopardize the health and safety of its employees.
2. Routine check-up, cleaning and maintenance shall be conducted by the Supplier to keep the photocopier tidy and in good running condition.
3. The photocopier shall be provided with sticker/tag indicating the Supplier's name and customer service numbers.
4. The Supplier shall regularly collect used cartridges and other waste materials and dispose of them properly.
5. The Supplier shall pull-out all its photocopiers under this contract from LANDBANK premises within 30 calendar days upon termination of the contract. LANDBANK shall not be liable for damage or loss of the photocopiers if the same are not pulled-out by the Supplier within the specified period.
6. In case of continued usage by the Bank of the photocopiers beyond the contract duration, the same terms and conditions under this contract shall apply.