

BID BULLETIN NO. 1 For LBP-HOBAC-ITB-GS-20180129-01

PROJECT

Two (2) Years Managed Laser Print Services with

Consumables

:

Lot 1 – 200 Units Monochrome Laser Print Services

Lot 2 - 140 Units Color Laser Print Services

IMPLEMENTOR

Procurement Department

DATE

June 21, 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 Terms of Reference (Annexes A-1 to A-6), ITB Clause 5.4 of the Bid Data Sheet (BDS), Section VI (Schedule of Requirements), Section VII (Specification) and the Checklist of the Bidding Documents have been revised. Please see attached revised Annexes A-1 to A-6 and the specified sections of the Bidding Documents.

ALWIN I. REYES, CSSP

Assistant Vice President Head, Procurement Department and

HOBAC Secretariat

Bid Data Sheet

| ITB Clause | | | | | |
|---------------|---|---|--|---------------|-----------------------------------|
| 1.1 | The Procuring Entity is LAND BANK OF THE PHILIPPINES (LANDBANK). | | | | |
| 1.2 | The lo | ots and references ar | e: | | ***** |
| | Lot No. | Quantit | у | | Description |
| | 1 | 200 units with estimated 20,700,000 pages print volume | | | Years Managed rome Laser Print |
| | 2 | 140 units with estim 22,500,000 pages p | | | Years Managed ser Print Services |
| | LBP-H | HOBAC-ITB-GS-2018 | 0129-01. | | |
| 2 | The F | unding Source is: | | | - |
| | Directors for 2018 in the amount Thirty Nine Million Three Hundred Fifty Seven Thousand Pesos Only (P39,357,000.00), broken down as follows: Lot | | | | |
| | No. 1 | 200 units with estimated 20,700,000 pages print volume | Two (2) Year Managed Monochrome Print Service | rs e Laser | P 15,732,000.00 |
| | 2 | 140 units with estimated 22,500,000 pages print volume | Two (2) Year Managed Co Laser Print S | rs olor | 23,625,000.00 |
| | The name of the Project is Two (2) Years Managed Laser Pr Services with Consumables. | | | | naged Laser Print |
| 3.1 | No further instructions. | | | | |
| 5.1 | No fu | 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. | | | | |

| 5.4 | The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(iv) the following: a single contract that is similar to the contract to be bid and whose value must be at least fifty percent (50%) of the ABC or P7,866,000.00 and P11,812,500.00 for Lots 1 & 2, respectively. In case of aggregation of contracts, the aggregate similar contract amounts should be equivalent to or not less than fifty percent (50%) of the ABC or P7,866,000.00 and P11,812,500.00 for Lots 1 & 2, respectively, and the largest of these similar contracts must be not less than twenty five percent (25%) of the ABC or P3,933,000.00 and P5,906,250.00 for Lots 1 & 2, respectively. | | | |
|------|---|---|---|--|
| | Lot No. | Quantity | Description | Required Contract Value (25% of ABC) |
| | 1 | 200 Units | Monochrome Laser Printer | P3,933,000.00 |
| | 2 | 140 Units | Color Laser Printer | P5,906,250.00 |
| | | is purpose, s and const | similar contracts shall refer umables. | to contracts involving |
| | Bidders must submit proof of their respective Single Largest Completed Contract. Proofs shall be: 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 g | As a general rule, subcontracting is not allowed. | | |
| 8.2 | Not ap | Not applicable. | | |
| 9.1 | The Procuring Entity will hold a pre-bid conference for this Project on | | | |
| | Bidding Room, 25 th Floor, LANDBANK Plaza Building, 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila. | | | |
| 10.1 | The P | rocuring En | tity's address is: | |
| | Land Bank of the Philippines 25 th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila | | | |
| | www.landbank.com Contact person : | | | |
| | 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 Ibphobac@mail.landbank.com | | |
|---|--|---|----------------|
| 12.1 | 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-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) | The Approved Budget for the Contract (ABC) is Thirty Nine Million Three Hundred Fifty Seven Thousand Pesos Only (P39,357,000.00), broken down as follows: | | |
| | Lot Quantity | Description | ABC |
| | 200 units with estimated 20,700,000 pages print volume | Two (2) Years Managed Monochrome Laser Print Services | P15,732,000.00 |
| 2 140 units with estimated 22,500,000 pages print volume Two (2) Years Managed Color Laser Print Services | | | |
| | Any bid with a financial component exceeding this amount shall not be accepted. | | |
| 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 o | 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 | | | |
| | (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. 1. If bid security is in the form of cash, a bidder is required to see a Payment Acceptance Order (PAO) from LANDBA Procurement Department. The PAO shall then be presented any of the Tellers at the Cash Department (Ground Fle LANDBANK Plaza Building) together with the corresponding cather than the cash Department of the bid security. Original and/or certified true copy of the Official Receipt shall enclosed in Bid Envelope No. 1 (Eligibility and Techn Proposal/Documents). The original official receipt shall returned by the BAC Secretariat to the bidder immediately at the opening of bids. | | | |
| | | | | |
| | | | | |
| | If bid security is in the form of cashier's/manager's check should be payable to LAND BANK OF THE PHILI | | | |
| | If in the form of bank draft/guarantee, the standard format of the issuing Bank, proving Name of the Project are indicated. | | | |
| | If in the form of Irrevocable Letter of Credit, it may be secuthrough LANDBANK Corporate Banking Department 2 (CBD 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)
- 5. If in the form of surety bond, it should be issued by a surety or insurance company duly accredited by the Insurance Commission (IC) and has not been issued a cease and desist order by the IC or is currently not included in the list of blacklisted firms.

The surety bond may be secured through LANDBANK Insurance Brokerage, Inc. (LIBI) with the following contact details:

- (a) LIBI-Forex
 14th Floor, LANDBANK Plaza Building
 Telephone 710-7114
 (Every Tuesday and Thursday)
- (b) 12th Floor, SSHG Law Center Bldg. 105 Paseo de Roxas, Legaspi Village Makati City Telephones 812-4911 and 867-1064

Surety bonds with the following or similar conditions/phrases shall not be accepted:

- (a) "In case of default by the Principal, this bond shall only answer for the difference in the bid price of the winning bidder and that of the next lowest complying bidder or that of the new winning bidder in case of re-bidding plus necessary expenses incurred by the Obligee in the re-bidding which liability shall in no case exceed the amount of the bond"; or
- (b) "That the amount of liability of the Surety under this bond is limited to the actual loss or damage sustained and duly proven by the Obligee."
- 6. If in the form of Bid Securing Declaration, the attached form (Form No. 8) must be used.
- The bid security shall be valid until 120 calendar days from date of opening bids.

| 20.3 | Each Bidder shall submit two (2) sets of the Technical Component (First Envelope) and Financial Component (Second Envelope) of its bid labeled as "Original Copy 1" and "Original Copy 2". | | | |
|---------|---|--|--|----------------|
| 21 | The address for submission of bids is: Procurement Department Land Bank of the Philippines 25th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila The deadline for submission of bids is 11:00 A.M., | | | |
| 24.1 | 25 th 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 | | | |
| 24.2 | No fu | No further instructions. | | |
| 27.1 | No fu | No further instructions. | | |
| 28.3 | award divide | All Goods are grouped in lots listed below. Evaluation and contract award shall 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. | | |
| | Lot No. | Quantity | Description | ABC |
| | 1 | 200 units with estimated 20,700,000 pages print volume | Two (2) Years Managed Monochrome Laser Print Services | P15,732,000.00 |
| | 2 | 140 units with estimated 22,500,000 pages print volume | Two (2) Years Managed Color Laser Print Services | 23,625,000.00 |
| 28.3(b) | Bid m | Bid modification is not allowed. | | |
| 28.4 | No fu | No further instructions. | | |

| 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. |
|--|
| No further instructions. |
| No further instructions. |
| If in the form of Irrevocable 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 – 18 th 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 - 18 th Floor, LANDBANK Plaza Building Mr. Ronaldo Robles – Account Officer Telephone No. 405-7431 local 7431 (For Assets below 1 Billion) |
| |

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.

| Lot No. | Item Description | Delivery Period and Destination |
|------------|---|---|
| 1 | Two (2) Years Managed Monochrome Laser Print (200 units Monochrome Laser Printer with estimated 20,700,000 pages print volume) | Delivery Period: Within thirty (30) calendar days upon receipt of Notice to Proceed. |
| 2 | Two (2) Years Managed Color Laser Print (140 units Color Laser Printer with estimated 22,500,000 pages print volume) | Delivery Site: 25 th Floor, Procurement Department, LANDBANK Plaza Building, 1598 M. H. Del Pilar corner Dr. Quintos Sts., Malate, Manila Contact Person: Mr. Rommel Pascua Contact No.: 522-0000 local 7623 |

| Conforme: | |
|-----------|---|
| | Name of Bidder |
| | Signature over Printed Name of Authorized Representative |
| | Position |

Specifications

| Lot | Specifications | Statement of Compliance |
|-----|--|--|
| No. | | Bidders must state below either "Comply" or "Not Comply" against each of the individual parameters of each specification. |
| | | 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) |
| 1 | Two (2) Years Managed Monochrome Laser Print Services (200 units Monochrome Laser Printer with estimated 20,700,000 pages print volume) | Please state here either "Comply" or "Not Comply" |
| 2 | Two (2) Years Managed Color Laser Print Services (140 units Color Laser Printer with estimated 22,500,000 pages print volume) | |
| | Specifications and other requirements per attached Revised Terms of Reference (Annexes A-1 to A-6) | |
| | The following documents shall be submitted inside the eligibility/technical envelope: | |
| | Brochures or other official documents coming from the manufacturer indicating the complete specifications of the offered brand/model. | |
| | Manufacturer's authorization or back- to-back certification evidencing that the bidder is an authorized distributor/reseller of the product being offered. | |

- An accomplished Customer Satisfaction Survey Form together with supporting documents such as Purchase Order or Contract, Delivery Receipts, certifications, etc.
- A list of the bidder's business office, consumables depot and service center with their respective addresses, contact persons and contact numbers.
- A list of at least five (5) technicians of the bidder and copies of their respective resumes and training certifications.
- Copies of at least three (3) current motor vehicle registration certificates and lease contract/s, if applicable.

| Conforme: | | |
|-----------|--------------------------------|---|
| | Name of Bidder | - |
| | Signature over Printed Name of | |
| | Authorized Representative | |
| | Position | |

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 supported with contract/purchase order, enduser'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 Brochures or other official documents coming from the manufacturer indicating the complete specifications of the offered brand/model.
- 3.i Manufacturer's authorization or back-to-back certification evidencing that the bidder is an authorized distributor/reseller of the product being offered.
- 3.j An accomplished Customer Satisfaction Survey Form together with supporting documents such as Purchase Order or Contract, Delivery Receipts, certifications, etc.
- 3.k A list of the supplier's business office, consumables depot and service center with their respective addresses, contact persons and contact numbers.
- 3.1 A list of showing the names of the technicians and copies of their respective resumes and training certifications.
- 3.m Copies of at least three (3) current motor vehicle registration certificates and lease contract/s, if applicable.
- 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 Bid Form signed by the bidder's authorized representative (sample form Form No.1)
- 2. Duly filled out Schedule of Prices signed by the bidder's authorized representative (sample form Form No.2)

TERMS OF REFERENCE Managed Print Services

I. SCOPE OF WORK

- 1. Supply, delivery and installation of color and/or monochrome laser printers;
- 2. Supply of genuine toners;
- 3. Provision of free comprehensive maintenance services which covers labor, parts (including consumables such as image drum, transfer belt, fuser unit, etc.), and support services;
- 4. Provision of a help desk that will provide free first line assistance; and
- 5. Provision of at least two (2) color and/or two (2) monochrome standby service units which are also compliant with the required minimum specifications of the Bank.

II. OUALIFICATIONS OF SUPPLIER

- 1. The Bidder must have a satisfactory track record in providing managed print service (involving not less than 100 units of laser printers) to a private organization or government institution for at least two (2) years at the time of the bidding. An accomplished Customer Satisfaction Survey Form (Annex C) together with supporting documents such as Purchase Order or Contract, Delivery Receipts, certifications, etc. showing the required information must be submitted.
- 2. The Bidder must have a business office, consumables depot and service center within Metro Manila. A list of the Supplier's business office, consumables depot and service center with their respective addresses, contact persons and contact numbers must be submitted.
- 3. The Bidder must have in its employment at least five (5) technicians who are trained in the maintenance and repair of laser printers. A list showing the names of the technicians and copies of their respective resumes and training certifications must be submitted.
- 4. The Bidder must have at least three (3) company-owned or leased delivery vehicles/service vehicles. A copy of the current motor vehicle registration certificates and lease contract/s, if applicable, must be submitted.

III. MINIMUM SPECIFICATIONS

A. Color Laser Printers

a. Multi-function Color Laser Printer

- 1. Brand-new and delivered in its original packaging
- 2. Functions: print, fax, copy and scan
- 3. Capable of automatic back-to-back printing
- 4. With reversible automatic document feeder capable of automatic back-to-back copying and scanning
- 5. Print, copy and scan speed: A4, 26 ppm (color), 30 ppm (mono)
- 6. Print resolution: 1200 x 600 dpi
- 7. Can print, copy and scan documents in A4 and Legal sizes
- Paper input: built-in cassette tray (250 or 500 sheets, 80 gsm) and multi-purpose tray (50 or 100 sheets, 80 gsm)
- 9. With 33.6 Kbps fax modem speed
- 10. With 1GB memory
- 11. With USB 2.0 and network connectivity
- 12. Operates within 220-240 VAC

b. <u>Single-function Color Laser Printer</u>

- 1. Brand-new and delivered in its original packaging
- 2. Function: print
- 3. Capable of automatic back-to-back printing
- 4. Print speed: A4, 26 ppm (color), 30 ppm (mono)
- 5. Print resolution: 1200 x 600 dpi
- 6. Can print in A4 and Legal sizes
- Paper input: built-in cassette tray (250 or 500 sheets, 80 gsm) and multi-purpose tray (50 or 100 sheets, 80 gsm)
- 8. With 1GB memory
- 9. With USB 2.0 and network connectivity
- 10. Operates within 220-240 VAC

B. Multi-function Monochrome Laser Printer

- 1. Brand-new and delivered in its original packaging
- 2. Function: print, fax, copy and scan (color)
- 3. Capable of automatic back-to-back printing
- 4. With reversible automatic document feeder capable of automatic back-to-back copying and scanning
- 5. Copy/Print speed: A4 37/45 ppm
- 6. Print resolution: 600 x 600 dpi
- 7. Can print, copy and scan documents in A4 and Legal sizes
- 8. Paper input: built-in cassette tray (250 or 500 sheets, 80 gsm) and multi-purpose tray (50 or 100 sheets, 80 gsm)
- 9. With 512MB memory
- 10. With USB 2.0 and network connectivity
- 11. Operates within 220-240 VAC

C. Toners

- 1. Genuine and delivered in their original packaging (compatible, refilled and re-manufactured toners are not acceptable)
- 2. Toner of multi-function printers should be compatible with single-function printers, and vice versa
- 3. Toners and laser printers must be of the same brand
- 4. Page yields of color and black toners based on ISO/IEC 19752 and ISO/IEC 19798, respectively, must be indicated in the package and/or must be verifiable through the Manufacturer's corporate website. LANDBANK may require the submission of ISO/IEC test results, if it deems necessary, and non-submission of the same shall be a ground for disqualification in the award of contract.

V. DELIVERY

- 1. The printers shall be delivered and installed at the identified LANDBANK offices within thirty (30) calendar days upon receipt of Notice to Proceed from LANDBANK Procurement Department. The Notice may be sent through email, fax, courier, mail and by any other means and shall be considered received by the Supplier once receipt of the transmission has been confirmed by any of the Supplier's employee or agent.
- 2. For the initial requirement of the Bank (replacement of the existing 120 units color laser printers and 180 units monochrome laser printers), the printers shall be deployed in accordance with the attached list of recipients (Annex B). Any changes in the attached deployment schedule shall have prior clearance with LANDBANK Procurement Department. Billings for unauthorized deployment of machines shall not be paid by the Bank.
- 3. For the succeeding requirements of the Bank (10 units each of single-function and multi-function color laser printers, and 20 units monochrome laser printers), the printers shall be deployed individually as per advice of LANDBANK Procurement Department. Billings for unauthorized deployment of machines shall not be paid by the Bank.
- 4. The laser printers shall be loaded with complete set of the required toner/s and other consumables and each of them shall be provided with one (1) spare set of toner/s (Monochrome: Black; Color: Cyan, Magenta, Yellow and Black) upon installation.
- 5. The succeeding orders for toner shall be delivered to LANDBANK Procurement Department within five (5) calendar days upon receipt of Delivery Order. The Delivery Order may be sent by LANDBANK offices concerned 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.

VI. CONTRACT DURATION

- 1. The contract shall end after two (2) years reckoned from the date of deployment of the first batch of printers in designated LANDBANK offices or when the total amount of payments made to the Supplier has already reached the contract price, whichever comes first.
- 2. The contract may be pre-terminated by any of the parties for reasons stated in the Bid Documents, for non-compliance with service level agreement for 5 times or more within a one-month period and breach of contract, subject to sixty (60) days advance notice.

VII. PAYMENT TERMS

- 1. The Supplier shall be paid on a monthly basis as follows:
 - a. For Color Laser Printers: quantity of Cyan, Magenta, Yellow and Black toners delivered multiplied by the bid price per kind of toner; and
 - b. For Monochrome Laser Printers actual number of pages printed (net of 2% spoilage allowance) multiplied by the bid price per page.
- 2. The monthly billings of the Supplier shall be paid by LANDBANK within 45 calendar days upon receipt of complete documents (e.g. Statement of Account or Sales Invoice, Delivery Receipt, Delivery Order, schedule of printer usage and machine readings).
- 3. All replacement parts necessary to restore the laser printers into good operating condition (including consumables such as image drum, transfer belt, fuser unit, etc.), repair and maintenance services and support services shall be for the account of the Supplier. Only the cost of toners ordered or pages printed, in the case of color laser printers and monochrome printers, respectively, shall be paid by LANDBANK under this Contract.
- 4. There shall be no adjustment in the bid prices (unit prices) throughout the duration of this Contract.

VIII. SERVICE LEVEL AGREEMENT

1. All service calls made 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 | Laser printer has problem and not able to continue operation | Within 2 hours |
| Priority 1 | Laser printer has problem but able to continue operation | Service calls made from 8:00 A.M. to 3:00 P.M. shall be responded within 24 hours upon receipt of call. Service calls made beyond 3:00 P.M. and those for which the response time falls on a non-working day shall be |

| Severity Level | Definition | Response Time |
|-------------------|--|--|
| | | responded on or before 5:00 P.M. of the following banking day. |
| Priority 2 | Laser printer needs check- up/maintenance but able to continue operation | Within 5 calendar days |

2. A defective laser printer shall be replaced immediately with a service unit if it could not be repaired on-site within 2 hours from start of repair work in order to avoid interruptions in the operation of LANDBANK. The number of service units shall be restored to the required quantity within two (2) calendar days in case the same has been reduced.

IX. OTHER TERMS AND CONDITIONS

- LANDBANK may request for replacement of a laser printer which is 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, adjustments, cleaning and maintenance shall be conducted by the Supplier to keep the laser printers tidy and in good working condition.
- 3. The Supplier shall orient and train the designated machine operator of the department where the laser printers will be delivered/installed on laser printer operation and first-level maintenance.
- 4. The laser printers shall be provided each with sticker/tag indicating the Supplier's name and customer service numbers.
- 5. The Supplier shall provide waste bin/s and regularly collect used cartridges and other waste materials and dispose of them properly.
- 6. The Supplier shall pull-out all its laser printers from LANDBANK premises within 30 calendar days upon termination of the contract. LANDBANK shall not be liable for damaged or lost the laser printers which are not pulled-out by the Supplier within the specified period.

