



REQUEST FOR INFORMATION

Date Posted: 05 March 2024

Managed Monochrome Laser Print Services

Description:

Approved Budget for the Contract: **₱4,095,530.56**

Deadline of Submission: 08 March 2024 not later than 9:00AM

Contact Person:

Leonor F. Santos or Charmaine F. Mangilit

Tel Nos: 8522-0000 locals 2293/2948

Land Bank of the Philippines

LANDBANK Plaza, 1598 M.H. Del Pilar corner Dr. J. Quintos Sts., Malate, Manila, Philippines 1004

T (632) 8522-0000 8551-2200 8450-7001 W www.landbank.com

LAND BANK OF THE PHILIPPINES
Procurement Department
24th Floor, LANDBANK Plaza Bldg.
1598 M.H. Del Pilar corner Dr. J. Quintos Sts.
Malate, Manila

Date: _____.

TO: _____

We would like to request for your price quotation for the **Managed Monochrome Laser Print Services** under the following terms and conditions:

1. Price quotation should be indicated in the prescribed form which is page 2 of this Request for Quotation (RFQ). All entries in the Price Quotation Form must be typed or written legibly.
2. Quotations exceeding the approved budget are disqualified.
3. All prices quoted shall be valid within **120 days** from the date of quotation/proposal and shall be inclusive of all taxes, freight, insurance and other charges.
4. All quotations shall be considered fixed prices, and therefore not subject to price adjustment, and escalation during contract implementation.
5. The quotation/proposal shall be submitted electronically not later than 9:00 AM on 08 March 2024 at LBPFOBAC@mail.landbank.com. Please confirm receipt of your submission during banking days from 8:00 A.M. to 5:00 P.M. with **HOBAC Secretariat**/contact nos. 8522-0000 local 2924, 2956 & 2979 and 8405-7746. Only quotations submitted electronically on or before the deadline shall be accepted.
6. The winning supplier is required to pick-up the Purchase Order within 10 calendar days after receipt of Notice of Award. Otherwise, we shall cause the cancellation of the award.
7. Pursuant to Malacañang Executive Order No. 170 – Adoption of Digital Payments for Government Disbursements and Collections, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements. The winning supplier is required to maintain a deposit account with LANDBANK Cash Department or any of its Branches. Payment shall be through direct credit to the supplier's deposit account with LANDBANK.
8. Liquidated damages equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay shall be deducted from the contract price.
9. LANDBANK reserves the right to accept or reject any or all quotations and to impose additional terms and conditions it may deem proper.

Thank you.


ALWIN I. REYES
Vice President

TO: LAND BANK OF THE PHILIPPINES
Bids & Awards Committee for Goods and Infrastructure
 24th Floor, LANDBANK Plaza Bldg.
 1598 M.H. Del Pilar corner Dr. J. Quintos Sts.
 Malate, Manila

PRICE QUOTATION FORM

We hereby offer to supply the item(s) specifically described below with our price quotation/s shown opposite the item/s. We certify that we have carefully read and accepted your Terms and Conditions stated on page 1 of the Request for Quotation. We further certify that we are a manufacturer/licensed distributor/dealer of the item(s) described below, and that at least 60% thereof is owned by Filipino citizens, subject to your verification when required.

Quantity (Estimated No. of Page Yield)	Items & Description	Approved Budget for the Contract (ABC)	Unit Cost (Inclusive of all applicable taxes)	Total Cost (Inclusive of all applicable taxes)
10,777,712	Managed Monochrome Laser Print Services No. of Printer - 121 Units Other cost information: Unit cost of Printer P _____ per unit Unit cost of Toner P _____ per unit	P4,095,530.56	P _____/page	P _____

Terms and Conditions for this Quotation:

1. Scope of work and other requirements per attached Terms of Reference
2. Contract Duration: The contract shall begin upon receipt by the supplier of Notice to Proceed from LANDBANK Procurement Department and installation of the first unit of machine and shall end three (3) years after or upon full utilization of the contract price, whichever comes first
3. **The following documents must be submitted together with the price quotation:**
 - 3.1 Valid and current Mayor's or Business Permit issued by the City or Municipality where the principal place of business of the prospective supplier is located. In case of recently expired Mayor's Permit, it shall be accepted together with the official receipt as a proof that the supplier has applied for its renewal.
 - 3.2 PhilGEPS Registration Number.
 - 3.3 Omnibus Sworn Statement
 - 3.4 BIR Certificate of Registration.
 - 3.5 Latest Income Tax Return **and** Business Tax Returns for the last two (2) quarters filed manually or through EFPS.

Please credit payment to:

Account Name: _____

Account Number: _____

LBP Branch: _____

Supplier/Contractor

Printed Name of Authorized Representative

Signature

Address

Tel. No./Fax No.

Email Address

TERMS OF REFERENCE
Managed Monochrome Laser Print Services

I. SCOPE OF WORK

1. Supply, delivery and installation of laser printers at LANDBANK National Capital Region Field Units with standard drivers and application software, as follows:

Type of Printer	Quantity	
	No. of Printers	Estimated No. of Page Yield
Monochrome Multi-function Laser Printer	121 units	10,777,712 pages

2. Supply of genuine toners and/or consumables;
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) standby service units which are also compliant with the required minimum specifications of the Bank.

II. QUALIFICATIONS OF SUPPLIER

1. The Supplier must have completed in the past five (5) years, reckoned from the date of submission and opening of bids, a managed print services contract similar in scheme to this project (or a contract for provision of printers, consumables and maintenance services wherein the customer pays on a per page printed or toner consumed basis), involving not less than 100 units of laser printers with a contract duration of at least one (1) year. A copy of the corresponding Purchase Order or Contract, Delivery Receipts, Official Receipts, certifications, etc. showing the relevant information must be submitted.
2. The supplier must have no unsatisfactory performance record with any of its customers of managed print services or similar contracts as described above. A list of these contracts for the past five (5) years showing the contract description, contract price, name of customer, address, contact person and contact number must be submitted. An accomplished Customer Satisfaction Survey Form (**Annex A**) for each contract in the list must also be submitted.

3. The Supplier must have a physical 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.
4. The Supplier 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.
5. The Supplier must have at least three (3) company-owned or leased delivery/service vehicles. A copy of the current motor vehicle registration certificates and lease contract/s, if applicable, must be submitted.

III. MINIMUM SPECIFICATIONS

A. Multi-function Monochrome Laser Printer

1. Functions: Print, copy and scan (color)
2. Capable of automatic back-to-back printing
3. With reversible automatic document feeder capable of automatic back-to-back copying and scanning
4. Copy/Print Speed: A4 37/40 ppm
5. Print Resolution: 600 x 600 dpi
6. Can print, copy and scan documents in A4 and Legal sizes
7. Paper input: Built-in cassette tray (250 sheets, 80 gsm) and multi-purpose tray or additional built-in cassette tray (50 sheets, 80 gsm) and ADF (50 sheets, 80 gsm)
8. Memory: 512 MB
9. With USB 2.0 and network connectivity
10. Operates within 200-240 VAC
11. Manufacturing date: Not earlier than 2018

B. Toners

1. Genuine and delivered in their packaging (compatible, re-filled and re-manufactured toners are not acceptable)
2. Page yields of toners based on ISO/IEC 19752 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 from ISO-Certified testing laboratories, if it deems necessary. Non-submission of the said test results shall be a ground for disqualification in the award of contract.

IV. DELIVERY

1. The initial 46 units of laser printers shall be delivered and installed at the LANDBANK offices listed in **Annexes B-1 & B-2** within thirty (30) calendar days upon receipt by the supplier of Notice to Proceed (NTP) from LANDBANK – Procurement Department. The NTP 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. Printers shall be delivered directly to the respective addresses of LANDBANK NCR Field Units. The remaining units of printers shall be deployed individually within seven (7) calendar days upon receipt by the supplier of advice from LANDBANK – Procurement Department.
2. Any changes in deployment of the printers shall have prior clearance with LANDBANK – Procurement Department. Billings for unauthorized deployment of printers shall not be paid by the Bank.
3. The laser printers shall be loaded with the required toner and other consumables and each of them shall be provided with a minimum of one (1) spare toner upon installation. The LANDBANK office concerned may request the Supplier to increase the quantity of spare toner depending on their operational needs.
4. Orders for replenishment of spare toners or additional toners shall be delivered by the Supplier within five (5) calendar days upon receipt of Toner/Service Request (**Form attached as Annex C**) from LANDBANK office concerned. The Toner/Service Request 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.
5. The toners shall be delivered directly to the LANDBANK office concerned. Supplier shall submit a copy of the Delivery Receipt duly acknowledged by the LANDBANK office concerned, together with the accomplished Toner/Service Request Form to LANDBANK Office concerned.

V. CONTRACT DURATION

The contract shall begin upon receipt by the supplier of Notice to Proceed from LANDBANK Procurement Department and installation of the first unit of the printers and shall end three (3) years after or upon full utilization of the contract price, whichever comes first.

VI. PAYMENT TERMS

1. The Supplier shall be paid on a monthly basis, based on actual number of pages printed and/or photocopied (net of 2% spoilage allowance) multiplied by the bid price per page. Scanning shall be free of charge.
2. The billings of the Supplier shall be paid by LANDBANK NCR Field Units concerned within sixty (60) calendar days upon receipt of complete documents [i.e. Statement of Account or Sales Invoice, and machine readings with conformity of the designated personnel of LANDBANK End-user Units].
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.
4. There shall be no adjustment in the bid prices (unit prices) throughout the duration of this Contract.
5. Pursuant to Malacañang Executive Order No. 170 – Adoption of Digital Payments for Government Disbursements and Collections, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements, the winning Supplier is required to maintain a deposit account with LANDBANK Cash Department or any of its Branches.
6. The net amount due to the Supplier after deducting applicable withholding taxes and spoilage allowance shall be credited to the deposit account of the Supplier with LANDBANK. The Supplier shall issue a corresponding Official Receipt for payments received.

VII. SERVICE LEVEL AGREEMENT

1. A Toner/Service Request shall be sent by the LANDBANK End-user Unit to the Supplier when toner delivery or technical assistance is required.
2. All service requests made to the supplier shall be immediately responded through telephone assistance within 15 minutes upon receipt of call. Service requests not addressed through telephone assistance shall be handled according to their severity levels, as follows:

Severity Level	Definition of Service Call	Required 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 responded on or before 5:00 P.M. of the following banking day.
Priority 2	1.Laser printer needs check-up/maintenance but able to continue operation 2.Other requests for technical assistance	Within 5 calendar days

3. 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 works 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.
4. Printers with repair history of more than three (3) times in a month shall be replaced with good units.

VIII. DATA PRIVACY

1. The Supplier shall uphold the rights of the data subjects under the Data Privacy Act of 2012, limited only for the purpose of this Terms of Reference and any information about the data subjects shall be treated in strict confidence and shall be handled with utmost care and cannot be shared to any parties. Moreover, the Supplier shall not engage another service provider for the implementation of the Terms of Reference without prior written permission of LANDBANK. All data and information shared shall remain the property of LANDBANK and shall be returned to LANDBANK immediately upon its request. Finally, any data breach should be reported to LANDBANK within twenty-four (24) hours from the Supplier's discovery, for the former's appropriate action.
2. The Supplier shall ensure that any information regarding the business, operations, plans and organization of LANDBANK acquired by it, and its service personnel assigned to render services to LANDBANK or work within LANDBANK premises, shall be kept CONFIDENTIAL. The Supplier shall see to it that this confidentiality requirement shall be observed by all its assigned personnel. Additionally, the Supplier warrants that it shall not disclose to any person or entity any information so acquired without the express prior written consent of LANDBANK.

3. The Supplier shall guarantee that the information provided by LANDBANK in relation to the performance of the former's function shall be handled with utmost confidentiality. This should be supported by a separate duly notarized Non-Disclosure Agreement (**Annexes D-1 to D-7**) mutually agreed upon by both parties and must be submitted to LANDBANK Procurement Department prior to contract implementation.

IX. PERFORMANCE EVALUATION

1. The performance of the supplier shall be evaluated on an annual basis or as often as necessary using the parameters set forth in the Supplier Performance Assessment Report (**Annexes E-1 to E-3**).
2. An adjectival rating of "Needs Improvement" or "Poor" shall be a ground for pre-termination of the contract, subject to sixty (60) calendar days advance notice.

X. PRE-TERMINATION/TERMINATION OF THE CONTRACT

1. In addition to the conditions on pre-termination of contracts provided in the Revised Implementing Rules and Regulations of RA 9184, LANDBANK shall have the right to pre-terminate the contract for the following reasons:
 - a. Failure by the Supplier to perform its obligations thereon;
 - b. Unsatisfactory Performance by the Supplier within the contract duration (i.e. non-compliance with Service Level Agreement for 5 times or more within a one-month period, subject to sixty (60) days advance notice)
2. The Guidelines on Termination of Contracts per Annex "I" of the 2016 Revised Implementing Rules and Regulations shall be observed.

XI. LIQUIDATED DAMAGES

1. When Supplier fails to satisfactorily deliver the goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, it shall be liable for damages for the delay and shall pay LANDBANK liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of printer unit and/or toner scheduled for delivery for every day of delay until such goods/services are finally delivered and accepted by LANDBANK.
2. LANDBANK need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to Supplier. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event LANDBANK shall automatically rescind the contract

and impose appropriate sanctions over and above the liquidated damages to be paid, in accordance with the Revised IRR of RA 9184.

XII. OTHER TERMS AND CONDITIONS

1. 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 LANDBANK's corporate image, may cause disturbance in the working environment or jeopardize the health and safety of LANDBANK 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 and its authorized representatives shall comply with LANDBANK's security regulations and requirements.
4. The Supplier shall orient and train the designated machine operators of the field units where the laser printers will be deployed/installed on laser printer operation and first-level maintenance.
5. Each of the laser printers shall be provided with a sticker/tag indicating the Supplier's name and customer service numbers.
6. The Supplier shall regularly collect used cartridges and other waste materials and dispose of them properly.
7. Schedule of Monochrome Laser Printer Usage in Excel file and hard copy **(Form attached as Annex F)** supported by a copy of billing statements & meter readings must be submitted to LANDBANK Procurement Department for management information purposes.
8. Upon termination or cancellation of the contract, the Supplier shall pull-out all its laser printers from LANDBANK premises within the agreed schedule. LANDBANK shall not be liable for damaged or lost laser printers which are not pulled-out by the Supplier within the agreed schedule.
9. In case of continued usage by the Bank of the printers beyond the contract duration, the same terms and conditions under this contract shall apply

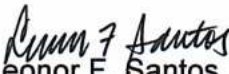
XIII. CONTACT PERSON

Name	Contact Details
Alwin I. Reyes Vice President Head – Procurement Department	Telephone No.: 9405-7370 Email Address: areyes@landbank.com


Prepared by:


Charmaine F. Mangilit
Procurement Analyst

Checked by:


Leonor F. Santos
Team Leader,
Purchasing Team 3

Approved by:


Alwin I. Reyes
Vice President
Head – Procurement Department



Customer Satisfaction Survey
Managed Laser Print Services

Please take just a few minutes to complete our customer satisfaction survey below. We appreciate very much your effort and valuable feedback.

Name of Supplier:	
Project Description:	

	Very Satisfied	Satisfied	Dissatisfied	Undecided
1. How satisfied are you with the delivery of your equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. How satisfied are you with the installation of your equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. How satisfied are you with the training provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. How satisfied are you with the performance of equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. How satisfied are you with the performance of its technicians?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. How satisfied are you with the performance of its help desk?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. How satisfied are you with the effectiveness with which it processes your toner orders?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. How satisfied are you with the accuracy with which it conducts meter reading and/or invoicing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. How satisfied are you with the value-added services provider?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Overall, how satisfied are you with the quality of services provided to your company?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Signature over Printed Name / Position Title)

Company Name: _____
Contact Details: Telephone No.: _____
Email Address: _____

List of LAF Bank Offices

NCR Offices		
1	Bicutan DOST Branch	Gen. Santos Avenue, Upper Bicutan, Taguig City
2	BOC MICP	Ground Floor BOC Building, Manila International Container Port (MICP), North Harbor, Tondo
3	Century Park Hotel (Harrison Plaza) Branch (formerly BPSU)	Ground Floor, Century Park Tower, P. Ocampo cor. Adriatico Sts., Malate, Manila
4	Camp Aguinaldo Branch	AFP Gen. Insurance Corporation Bldg., Bonny Serrano Road cor. EDSA, Camp Aguinaldo, Quezon City
5	Camp Crame Branch	Front-corner PNP Multi-Purpose Building, Camp Crame Compound, Camp Crame, Quezon City
6	Cubao AC	891 Saint Anthony Building Aurora Blvd., cor. Cambridge Street, Cubao, Quezon City
7	Cubao Branch	
8	DOTC Branch	Unit 14 Ground floor Columbia Tower, East Wack-Wack Ortigas Avenue, Mandaluyong City
9	East Avenue Branch	SSS Livelihood Trade Center, East Avenue, Quezon City
10	EDSA Congressional Branch	HPI Corporate Center, 1026 North EDSA, Quezon City
11	EDSA Greenhills Branch	# 259-269 CLMC Building, EDSA Greenhills, Mandaluyong City
12	EDSA NIA Road	DPWH IV-B Compound, EDSA, Quezon City
13	Elliptical Road Branch	LANDBANK Bldg., DA-BSWM Compound, Elliptical Road, Diliman, Quezon City
14	Fort Bonifacio Branch	NAMRIA Compound, Lawton Avenue, Fort Bonifacio, Taguig City
15	FTI Branch	Lot 55 Ground Floor, Old Administration Building, FTI Complex, Taguig
16	G. Araneta Branch	Unit G, White Hasco Condominium, G. Araneta Avenue, Brgy. Dona Imelda
17	Intramuros Branch	Ground Floor, Palacio del Gobernador Bldg., Andres Soriano cor. Gen Luna Sts., Intramuros, Metro Manila
18	JP Rizal Branch	Ground Floor, KBC Building, J.P. Rizal Street corner Chino Roces Avenue, Barangay Olympia, Makati City
19	Katipunan Branch	One Burgundy Plaza, 307 Katipunan Ave., Loyola Heights, Quezon City
20	Las Piñas Branch	Valenzuela Building, #263 Real St. Pamplona 3, Las Piñas City
21	Makati AC I	5th Floor World Center Condominium, Salcedo Village, Makati City
22	Makati Atrium Branch	Makati Atrium Building, Makati Avenue, Makati City
23	Malacañang Palace Branch (formerly Malacañang)	Room 116, Mabini Hall, Gate 7, Malacañang, Manila
24	Marcos Highway Branch	MR Commercial Center, Gil Fernando Ave. cor. Pitpitan Street, San Roque, Marikina City
25	NAIA Arrival Branch (formerly NAIA Arrival EO)	IPT Building, NAIA Terminal I, Ninoy Aquino International Airport (NAIA), Sto. Niño, Parañaque City
26	NAIA BOC	NAIA BOC Building, Old MIA Road, Pasay City
27	NAIA Terminal 3 Branch (formerly NAIA Terminal)	Stall No. 8, NAIA Terminal III Arrival Area, Pasay City
28	Napocor Branch (formerly Napocor EO)	NaPoCor Compound, Quezon Avenue corner BIR Road, Diliman, Quezon City
29	Paseo de Roxas Branch	Asia Tower Condominium, Paseo de Roxas cor. Benavidez Sts., Makati City
30	Pasig C. Raymundo Ave. Branch	Solen Bldg., F. Legazpi St. corner C. Raymundo Ave., Brgy. Maybunga, Pasig City
31	Pasig Capitol Branch	No. 88 JS Gaisano Building, Shaw Blvd., Pasig City
32	Pateros Branch	C & N Bldg., 50 M. Almeda St., Pateros City
33	PCSO Branch	Ground Floor, Sun Plaza Building, Shaw Blvd. cor. Princeton St., Mandaluyong City
34	Quezon City Circle Branch	PCA Building, Commonwealth Avenue, Diliman, Quezon City
35	Quezon City Hall Branch	CTO West Wing Annex Building, Quezon City Hall Compound, Quezon City
36	Roxas Blvd. (Libertad) Branch	Ground Floor Roxas Strip Building, Libertad corner Roxas Boulevard, Barangay 76, Pasay City
37	Shaw Boulevard Branch	Beacon Plaza, Shaw Blvd. cor. Ideal St., Mandaluyong City
38	South Harbor Branch	PPA Motorpool Building, Block 179, Railroad Drive, South Harbor, Port Area Manila
39	Sucac Branch	#8260 Dr. A. Santos Ave. Cor. Valley 2, Sucac, Parañaque City

List of LA BANK Offices

40	Taft Avenue Branch	Ground Floor Manila Astral Tower, No. 1330 Taft Avenue cor. Padre Faura St., Ermita, Metro Manila
41	Tayuman Branch	Tayuman Commercial Center, Inc., Tayuman cor. T. Mapua Streets, Sta. Cruz, Manila
42	UN Avenue Branch	G/F, Victoria Building, U.N. Avenue Corner L. M. Guerrero St., Ermita, Manila
43	Valenzuela Branch	GBT Building, Oreta Subdivision, Maysan Road cor. G. Taruc Street, Malinta, Valenzuela City
44	West Avenue AC	
45	West Avenue Branch	# 47 Ground Floor, Brgy. Paltok, West Avenue, Quezon City
46	YMCA Branch	New YMCA Building, Complex, A. J. Villegas Street, Ermita, Manila



Land Bank of the Philippines
Serving the Nation

CLASS D

TONER/SERVICE REQUEST FORM

Date: _____

Requesting Field Unit		Kind of Printer : Monochrome	
Address:		Brand : _____	Serial No. : _____
Contact Person:	Tel/Local No.		
A. Toner Request		B. Service Request	
Quantity	Service Required	Severity Level	Definition of Service Call
	<input type="checkbox"/>	Emergency	<input type="checkbox"/> Laser printer has problem and not able to continue operation
	<input type="checkbox"/>	Priority 1	<input type="checkbox"/> Laser printer has problem but able to continue operation
	<input type="checkbox"/>	Priority 2	<input type="checkbox"/> Laser printer needs check-up/maintenance but able to continue operation
Approved by:		<input type="checkbox"/> Other requests for technical assistance (describe problem/s encountered and/or service required)	
(Signature over Printed Name / Position Title of Field Unit Head)			
Delivery Inspection Report/Post-servicing Report.			
This is to certify that the Supplier concerned delivered/performed the above request/s on (completion date).			
		(Signature over Printed Name / Position Title of Field Unit Head)	

Send accomplished form to:

Supplier: Copy Data Systems Corporation
 Contact Person : Mr. Larry Jose Marquez
 Telephone No : 8890-0983
 Email address : larry.marquez@copydatasystems.com

TERMS OF REFERENCE
Annex C

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into this _____ at _____, by and between:

_____, a _____, with principal address at _____, represented by its _____, hereinafter referred to as “_____”

- and -

LAND BANK OF THE PHILIPPINES, a government financial institution created and existing under and by virtue of the provisions of R.A. 3844, as amended, with principal office at Landbank Plaza at 1598, M.H. Del Pilar cor. Quintos Streets, Malate, Manila, represented by its _____, hereinafter referred to as “**LANDBANK**”.

The parties’ representatives are duly authorized for this purpose as evidenced by _____, attached hereto as Annex A, series.

WITNESSETH: THAT

WHEREAS, the Parties desire to execute this Agreement for (specific services) or to supplement the contract executed by and between _____, on _____, for _____, attached hereto as Annex B. This Agreement is executed for the purposes set forth in Item 3 below.

WHEREAS, in the process, certain confidential information may be exchanged and disclosed between **LANDBANK** and _____.

NOW, THEREFORE, the parties hereto agree, as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, officer, employee, agent, or consultant of any party hereto, including their affiliates and subsidiaries, (hereinafter referred to as “Disclosing Party”) to the other party, including their affiliates and subsidiaries, (hereinafter referred to as “Receiving Party) and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party shall be deemed to be “Confidential Information.”

As used herein, the term “Confidential Information” shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic

media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Confidential information shall include, but not limited to products or planned products, processes and/or procedures, technological achievements and interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both parties, and all technical, financial or business information, data, ideas, product strategies, business strategies, details of the employees of the Disclosing Party, software, intellectual property rights or processes proprietary to the Disclosing Party, or any other matter in which the Disclosing Party may have any interest whatsoever.

Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the confidential information, either in writing, by delivery of items, by initiation of access to information, such as may be in a database, or by audio, oral or visual presentation.

Confidential information should be marked with a restrictive legend by the Disclosing Party. All information which is orally or visually disclosed will be identified as confidential at the time the disclosure is made and is subsequently described in a written document that is marked with a restrictive legend and delivered to the receiving party within thirty (30) days after the date of oral or visual disclosure. Documents will be considered confidential if they are marked with a restrictive legend or they are clearly recognizable as confidential information to a prudent person with no special knowledge of the Disclosing Party's industry.

2. EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION

Confidential information does not include information which:

- 2.1 has been or becomes now or in the future published in the public domain without breach of this Agreement or breach of a similar agreement by a third party; or
- 2.2 prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party, which fact can be proven or verified by independent evidence; or
- 2.3 subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction on the third party's or the Receiving Party's right to disseminate the information and without notice of any restriction against its further disclosure; or
- 2.4 is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence; or
- 2.5 is disclosed with the written approval of the other party or after the applicable period of confidentiality.

3. SCOPE OF USE

Both parties agree that all or any portion of the confidential information exchanged during discussions, meetings and during the business relationship entered into shall not be used except in the manner set forth in this Agreement.

In accordance with R.A. 10173 (Data Privacy Act), Parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

The specific purposes for which the confidential information are to be utilized and the manner in which it may be used are as follows: _____ which is pursuant to the main agreement to which this Agreement is ancillary to.

(Indicate also if a separate DSA is executed or will be executed in connection with this NDA).

4. OBLIGATIONS OF THE RECEIVING PARTY

With respect to the confidential information provided under this Agreement, the Receiving Party, its principals, directors, officers, representatives, employees, existing and prospective clients, associates, agents, affiliates, consultants and entities under the same management as its own, working with the Receiving Party on this matter, shall:

- 4.1 hold the confidential information (regardless of whether it is specifically marked confidential or not) with confidentiality, protect it adequately and retain it in a secure place with access limited only to the Receiving Party's employees or agents who need to know such information for purposes of this Agreement;
- 4.2 restrict disclosure of the confidential information solely to those persons with a need to know and not disclose it to any other person;
- 4.3 advise those persons of, and ensure of their compliance with, their obligation with respect to the confidential information;
- 4.4 not use the confidential information for its own benefit, commercial or otherwise, or that of any other person, directly or indirectly, in any manner whatsoever; and
- 4.5 use the confidential information only strictly for the purposes set forth herein and no other purpose, except as may otherwise be specifically agreed upon in writing.

5. PROPERTY OF THE DISCLOSING PARTY

All confidential information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party only for the purpose intended, except as may be required by applicable laws or legal process.

If the Receiving Party required to disclose any confidential information in order to comply with any applicable law, or legally binding order of any court, government, administrative or judicial body, it will promptly inform the disclosing Party of the full details of the circumstances of the purpose use or disclose and of the relevant confidential information to be used or disclosed and will give the Disclosing Party reasonable opportunity to seek a protective order or take other appropriate action. The Receiving Party shall also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the information. If in the absence of a protective order and the Receiving Party is compelled as a matter of law to disclose the information, based upon the written opinion of the Receiving Party's counsel addressed to the Disclosing Party, the Receiving Party may disclose to the party compelling the disclosure only the part of the confidential information as required by law to be disclosed. The Receiving Party shall advise and consult with the Disclosing Party and its counsel as to such disclosure and the Receiving Party shall use its best efforts to obtain confidential treatment thereof.

5. Safeguards for Confidentiality

Each Party shall establish reasonable and appropriate safeguards and security measures to ensure the confidentiality, integrity and security of any Confidential Information shared or disclosed by the other Party pursuant to this Agreement. It shall be responsible in preventing the unauthorized access and use of such Confidential Information in its custody. It is likewise prohibited from further sharing or disclosing such Confidential Information to any unauthorized party, including its affiliates, without the prior written consent of the other Party, as appropriate.

Each Party shall implement and maintain a security program which shall include security measures intended to protect the Confidential Information against accidental or unlawful destruction, alteration, disclosure or unauthorized or unlawful processing.

Each Party shall regularly monitor its compliance with these security measures. In the event that there is a breach in its data security, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that a data breach has occurred.

Both Parties shall likewise use encryption method.

The foregoing obligations and undertakings of each Party shall continue and shall survive the termination of this Agreement for as long as such Party processes, uses or stores Confidential Information shared and disclosed by the other Party.

6. Reporting of Data Breach

Each Party shall regularly monitor its compliance with the security measures provided in this Agreement. In the event that there is a breach in its data security affecting Confidential Information, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that such data breach has occurred. The following must be included in such written notice if known at the time of notice: (1) General circumstances, nature of the data breach, and Confidential Information possibly involved; (2) Steps taken to reduce the harm or negative consequences of the data breach; (3) The representatives of the affected Party for the purpose of addressing the data breach and their contact details.

The notice contemplated above shall be delivered by the affected Party to the other Party immediately and in no event later than twenty (24) hours after the occurrence of such data breach and shall not be delayed for investigation purposes. Each Party shall cooperate fully with the other in investigating and responding to each successful data breach affecting Confidential Information.

Either Party may terminate this Agreement if the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and said Party fails to immediately remedy the same within 30 days from receipt of a written notice from the other Party reasonably detailing the breach.

7. RETURN OF CONFIDENTIAL INFORMATION

All confidential information, including but not limited to copies, summaries, excerpts, extracts or other reproduction thereof, shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and certify that the same have been destroyed.

Further, in any event at any time a Receiving Party ceases to have an active interest in the Project, the Receiving Party shall immediately return to the Disclosing Party all copies of confidential information in its possession without retaining any copies or excerpts thereof. That portion of confidential information shall be destroyed immediately upon the Disclosing Party's request and any verbal confidential information shall continue to be subject to the terms and conditions of this Agreement.

8. REPRESENTATION OR WARRANTY

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the confidential information and the Disclosing Party and its employees and agents shall have no liability to the Receiving Party for any loss or damage resulting from any use of or reliance on any of the confidential information, except as otherwise provided in a formal written agreement executed between the parties.

However, this disclaimer shall, in and of itself, not apply to or limit any specific warranties that the Disclosing Party may expressly give in other agreements between the Disclosing Party and the Receiving Party. The Receiving Party agrees that it will form its own conclusions as to the reliability of any confidential information and as to any conclusion to be drawn therefrom, and will not charge the Disclosing Party with liability for any damage resulting from mistakes, inaccuracies or misinformation contained therein. The Receiving Party understands and acknowledges that the Disclosing Party does not undertake any obligation to provide any party with access to any specific or additional information.

9. MISCELLANEOUS

No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless it has been reduced to writing and signed by both parties.

If any provision of this Agreement is illegal, inconsistent or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

Each party expressly understands that the confidential information is of commercially valuable and highly sensitive nature. In the event that the Disclosing Party discovers that the Receiving Party has made or makes or intends to make or causes to be made any unauthorized disclosure of the confidential information, the Disclosing Party shall be entitled to take out an injunction against the Receiving Party or any third party involved in such unauthorized disclosure, to restrain if from making any such disclosure. In addition to or in the alternative, as the case may be, the Disclosing Party shall be entitled to exercise any and all other legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the confidential information. Any dispute or claim arising from this Agreement shall be settled amicably between the parties whenever practicable. Should the parties be unable to do so, the parties hereby agree to settle such dispute/s in the proper courts of _____, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ___ day of _____, 202__ in the City of Manila, Philippines.

_____. **Land Bank of the Philippines**

.....

Position/Designation

SIGNED IN THE PRESENCE OF:

.....(Name)
.....Position / Designation..... Position/Designation

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in the _____, this ___ day of _____ 20___, personally appeared the following:

NAME	GOVERNMENT ID	DATE	PLACE ISSUED
1. (LBP Representative)			
2. (Name of Recipient)			

known to me to be the parties who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the Non-Disclosure Agreement consisting of ___ (___) pages, including the page wherein this Acknowledgment is written, and signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS THEREOF, I have hereunto affixed my seal and signature on the date and place aforementioned.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 20__

PERFORMANCE ASSESSMENT REPORT

Name		Contract Period	
Service Provided		Assessment Period	

Notes:
 1. Under the REMARKS column, indicate results, observations and/or justifications as applicable.
 2. General or additional remarks may be indicated in the REMARKS section at the last page, as deemed necessary, to state any issues, exceptions or recommendations.
 3. An adjectival rating of "Needs Improvement" and "Poor" shall warrant further assessment by the Implementing Unit noted by the Group Head concerned. This shall be clearly scored under the REMARKS section with corresponding recommendation subject to escalation to the Management Committee.

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
1. Conformity to Technical Requirements (25%)					
15%	Technical Product Support a. Actions/ response on any request	Able to meet expectations and provides thorough assessment and evaluation of request 4 - 80% and above of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation. 3 - 60% to 79% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation. 2 - 40% to 59% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation. 1 - Below 40% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation; negative publicity was encountered by the Bank due to service delivery failure.			
10%	b. Provision of service reports (documentation)	Able to provide thorough service reports and recommendations, when necessary, upon completion of actions/resolutions 4 - 80% and above of the time, was able to provide thorough service reports and recommendations 3 - 60% to 79% of the time, was able to provide thorough service reports and recommendations 2 - 40% to 59% of the time, was able to provide thorough service reports and recommendations 1 - Below 40% of the time, was able to provide thorough service reports and recommendations			
2. Timeliness in the Delivery of Services (25%)					
25%	Response time in the delivery of service	Able to comply with the response time as stipulated in the contract service agreement. 4 - 80% and above of the total requests responded during the assessment period were responded within the agreed timeline. 3 - 60% to 79% of the total requests responded during the assessment period were responded within the agreed timeline. 2 - 40% to 59% of the total requests responded during the assessment period were responded within the agreed timeline. 1 - Below 40% of the total requests responded during the assessment period were responded within the agreed timeline; negative publicity was encountered by the Bank due to service delivery failure.			

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
3. Behaviour of Personnel (Courteous, Professional and Knowledgeable) (20%)					
20%	Trained and Qualified Staff	<p>Able to provide sufficient knowledgeable and skilled staff required in the maintenance of the assigned activity/service (Availability may be in various means such as email, on-site support, phone or video call, etc.)</p> <p>4 - Provided sufficient highly skilled and knowledgeable staff support; Staff always available when called</p> <p>3 - Provided sufficient highly skilled and knowledgeable staff support; Staff available on a schedule basis</p> <p>2 - Provided sufficient highly skilled and knowledgeable staff support; Staff not readily available</p> <p>1 - Lacks knowledgeable and skilled staff support; Staff cannot address the requests/inquiries/issues raised</p>			
4. Response to Complaints (20%)					
20%	Problem Resolution/ Issue Management	<p>Able to address problems or resolve any errors by providing assessment, work-around recommendation or permanent fixes and adequate information.</p> <p>4 - 80% and above of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred.</p> <p>3 - 60% to 79% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred.</p> <p>2 - 40% to 59% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred.</p> <p>1 - Below 40% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred; negative publicity was encountered by the Bank due to service delivery failure.</p>			
5. Compliance with set office policies for such service (10%)					
5%	a. Business Continuity Plan (BCP)	<p>Able to provide a document/report/certification on the availability of contingency measures/BCP for continued delivery of service to the Bank in case of adverse events (to be validated during audit)</p> <p>4 - Provided a document/report/certification on the availability of contingency measures/BCP in case of adverse events.</p> <p>1 - Does not provide document/report/certification on the availability of contingency measures/BCP</p>			
	c. Compliance to Audit Requirement	<p>Allowed access of the Bank's internal and external auditors and BSP auditors to information regarding the outsourced activities/services and comply with the following requirements</p>			
2%	c.1. Data Segregation	<p>Observed segregation of data of the Bank from that of service provider and its other clients</p> <p>4 - Observe data segregation for controls and for easily accessible/fast data recovery</p> <p>1 - Does not comply with data segregation</p>			

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
3%	c.2. BCP/Contingency Measures/Disaster Recovery	Allowed access to disaster recovery/ business continuity contingency plans and procedures 4 - Has a BC to provide contingency measures specific to the Bank 3 - Has a BCP to provide contingency measures in general to its clients 2 - Has a BCP to provide contingency measures but on a limited basis only 1 - Has no BCP to provide contingency measures to its clients			

The total weight for the performance rating is equivalent to 100 %.
 The service provider must attain at least a "Satisfactory" rating of 80 %.

TOTAL RATING	
AVERAGE RATING	
ADJECTIVAL RATING	

Numerical Rating	Adjectival Rating	Description
3.4 - 4.0	Excellent	Exceeds expectations/deliverables
2.3 - 3.3	Good	Meets deliverables
1.7 - 2.2	Needs Improvement	Tighter Controls, Management Intervention required
1.0 - 1.6	Poor	Discontinue

REMARKS: [e.g. Rating result warranting further assessment and corresponding recommendation; Recommendation for amendment/renewal of the outsourcing agreement to bring them in line with current market standards and to cope with changes in their business strategies; Statement of TPSP material problem; Reporting of issues/incidents/non-compliance that may adversely impact the delivery of product/service]

Prepared by:

Reviewed by:

Noted by:

 Designated Personnel

 Head, Implementing Unit

 Group Head Concerned

LAND BANK OF THE PHILIPPINES
 1598 M.H. Del Pilar cor. Dr. J. Quintos Sts., Malate Manila
 Schedule of Monochrome Laser Printer Usage
 Billing period: _____ to _____

No.	Field Units	Serial Number	Contact Person	Tel. No.	Remarks	Present Reading	Previous Reading	Total Usage	Unit Price	Gross Total Price	2% Spoilage	Net Total Price	No. of Toners Issued		
1															
2															
3															
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TOTAL															
Prepared by: _____		Checked by: _____		Approved by: _____											
Signature over Printed Name/Position Title				Signature over Printed Name/Position Title				Signature over Printed Name/Position Title				Signature over Printed Name/Position Title			