



GSIS Government Service Insurance System
Baguio Branch Office
3/F EDY Bldg., Kisad Road , Baguio City 2600 Tel. no. (074) 446-8060

REQUEST FOR QUOTATION

The GOVERNMENT SERVICE INSURANCE SYSTEM invites all interested registered suppliers to submit quotations for:

QTY	UNIT	DESCRIPTION OF ARTICLES	UNIT PRICE	TOTAL
3	units	RENTAL OF PHOTOCOPYING MACHINE FROM MARCH TO DECEMBER 2017 In accordance with attached TERMS OF REFERENCE		

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Place of Submission of Quotation : Office of the Branch Manager
GSIS - BAGUIO CITY
3rd Floor, EDY Building
Kisad Rd., Baguio City

RENTAL OF PHOTOCOPYING MACHINES

TERMS OF REFERENCE

1.0 COVERAGE

The project covers the rental of three (3) units of **photocopying machine** for GSIS Baguio Branch Office.

2.0 APPROVED BUDGET **PHP** **105,000**

3.0 CONTRACT PERIOD **March – December 31,2017**

4.0 SCOPE OF THE CONTRACT

4.1 The Contractor shall provide the GSIS, under a rental agreement, 3 units photocopying machine under the following conditions:

4.1.1 Delivery, installation and configuration of photocopying machines to GSIS Baguio Branch Office, at 3/F EDY Building Kisad Road, Baguio and the Pensioners' Lounge located at the ground floor of the same building;

4.1.2 Complete testing of all equipment;

4.1.3 Regular service and maintenance of all units during the lease period.

5.0 TECHNICAL REQUIREMENTS

5.1 Detailed Minimum Specifications

5.1.1 Three (3) units of high-end photocopying machine with the following specifications:

- a) 600x600 dpi resolution, A3 maximum paper size
- b) With reducer/enlarger (25%-200%)
- c) Speed: 25 copies minute
- d) Single/Two sided printing (duplex)
- e) No. of trays: 2 trays with by-pass (500 sheets capacity/tray)
- f) Automatic feeder (maximum of 30 sheets)
- g) Automatic electronic sorter
- h) PC connectivity

5.1.2 Other Requirements for 5.1.1 and 5.1.2

- a) All three equipment shall strictly conform to the specifications and features as defined above.
- b) The Contractor shall also specify the environmental factors that can affect the equipment (temperature, power ratings etc.)
- c) The Contractor shall also include other factors such as electrical connections, adapters, groundings, physical limitations and others, which the GSIS will encounter during installation and maintenance.

5.2. Support Services

- 5.2.1 The Contractor's technical support must have a 2-hour response time to answer to service calls. The resolution time shall be within 24 hours after response, subject to penalty of one tenth of 1% of monthly billing for each day of delay.
- 5.2.2 The Contractor must provide one back up unit with the same machine specification on stand by for GSIS Baguio Branch Office. It will serve as a temporary substitute if the machine on site cannot be repaired within one day from time of breakdown. However, when a unit is beyond repair, the contractor shall replace the said unit with same model and specifications.

5.3. Delivery

- 4.3.1 Delivery must be made seven calendar days after receipt of notice to proceed from GSIS Baguio Branch Office.

6 ADDITIONAL SPECIAL CONDITIONS OF THE CONTRACT:

6.1 Terms and Conditions

- 6.1.1 The Contractor shall, during normal business hours and within reasonable time from receipt of request from GSIS, service and maintain the equipment in good working condition in accordance with its existing service policies. Service and maintenance shall cover the following:
- (a) Unscheduled repairs during normal business hours from Monday to Friday, 8:00 a.m. to 5:00 p.m.;
 - (b) Routine or preventive maintenance shall be done by the Contractor's technician three times in a week;
 - (c) Replacement of unserviceable part(s) as determined by the Contractor. The replaced part(s) shall automatically become the property of the Contractor.
- 6.1.2 If the Contractor is unable to economically maintain the equipment in good working condition or when the Contractor's foreign supplier has phased out the equipment model, the GSIS may, at its discretion, require to replace the unit with another unit of the same equipment specifications if available, or higher model, at no additional cost to the GSIS. In case of unavailability of a replacement unit, the GSIS has the unilateral right to cancel this Agreement after serving a 30-day prior notice to the Contractor.
- 6.1.3 The Contractor shall train, free of charge, the GSIS personnel that may be assigned as Key Operator.
- 6.1.4 This Agreement does not include paper supply. When the Contractor provides the GSIS with its own Key Operator/s (KO), any work rendered by the KO beyond the regular working hours shall be charged to the GSIS.
- 6.1.5 The Contractor shall pay all taxes, fees, permits and other government charges in connection with the operation or service of the equipment, including the value added tax and other taxes and charges that may be imposed by the government or any of its instrumentalities.
- 6.1.6 The equipment under this Agreement shall remain as the property of the Contractor and the rights of the GSIS under this Agreement cannot be assigned without the written approval of the Contractor.

Upon termination, cancellation or rescission of this Agreement, GSIS Baguio Branch Office shall authorize the Contractor to pull-out the equipment under this Agreement.

- 6.1.7 The machines to be entered into a contract shall be at most four year old and shall include accessories, spare parts and consumables necessary to make the unit operational. The delivery of consumable items shall be made within 24 hours upon receipt of request from GSIS Baguio Branch Office.
- 6.1.8 The Contractor, in coordination with the GSIS Baguio Branch Office, shall install the machines to the operating units in accordance with the Schedule of Requirement.
- 6.1.9 The Contractor shall conduct a demonstration of the machine's operation to the GSIS operating units for at least two days at no cost to the GSIS.
- 6.1.10 Any machines under this Agreement with at least three major breakdowns in a month shall be immediately replaced with the same or higher model at no additional cost to the GSIS.
- 6.1.11 Upon the request of the GSIS, the Contractor agrees to deliver additional unit/s within the contract period under the same terms and conditions of this Agreement.

6.2 Contract Price

- 6.2.1 The contract cost shall be valid for 10 months. No change in cost shall be allowed during the contract period.

6.3 Terms of Payment

- 6.3.1 Payment shall be made monthly, payable on or before the 10th working day of each month, provided a written request and complete documents are submitted to the GSIS Baguio Branch Office
 - (a) The monthly billing and copy of reading per unit shall be submitted to **GSIS Baguio Branch Office** on or before the 2nd day of the following month.
- 6.3.2 All payments shall be subject to existing accounting and auditing rules and regulations applicable to the GSIS.
- 6.3.3 All payments shall be subject to deductible spoilage of two percent of gross number of copies per month.
- 6.3.4 Meter reading shall be done on the last day of each month.

6.4 Term of the Contract

- 5.4.1 This contract shall be for a period of twelve (10) months, from March 1, 2017 to December 31, 2017.
- 5.4.2 Notwithstanding any provisions to the contrary, the GSIS shall have the right, power and privilege to extend or terminate the services of the Contractor for any cause without need of judicial action by giving 30 calendar days prior

written notice to that effect to the Contractor, which hereby agrees to obey the decision of the GSIS.

6.5 No Employer-Employee Relationship

- 6.5.1 This Contract shall not in any way be construed as creating or establishing an employer-employee relationship between the Contractor and the GSIS, nor between the GSIS and the personnel assigned by the Contract in this project.
- 6.5.2 The GSIS shall not in any way be held liable or responsible for any personal injury or damage, including death, sustained or caused by any of the personnel assigned in this project contracted for, except for such injury, death or damage caused by willful act, negligence or fault of the of the GSIS, its officers or employees, in which case, he, she or they will be directly and personally liable or accountable for such injury, etc. Further, the Contractor shall at all times, stand solely liable or responsible for the enforcement and compliance of all existing laws, and rules, particularly with respect to the Labor Code of the Philippines and all other labor and social laws; and the Contractor agrees and binds itself to save and hold the GSIS free and harmless from any and all liabilities or claims regarding violation of such laws and rules.

6.6 Attorney's Fees/Liquidated Damages

- 6.6.1 If the Contractor will violate any of the terms and conditions of this Contract, and the GSIS will be compelled to file an action in court against the Contractor, the latter agrees to pay an amount equivalent to 30% of the total amount prayed for in the complaint and for attorney's fees, aside from the cost and expenses of litigation which the GSIS may be entitled to under the Rules of Court.
- 6.6.2 If the Contractor violates any of the undertakings of the contract, it agrees to pay the GSIS liquidated damages in the amount equivalent to 10% of the yearly contract cost. It is understood that the damages are fixed and the GSIS shall not be required to prove that it has incurred actual damages. When the GSIS becomes entitled to the liquidated damages, it is authorized to deduct the amount of such liquidated damages from any money due or which may become due the Contractor under this Contract.

6.7 Miscellaneous Provisions

- 6.7.1 The GSIS Baguio Branch Office shall monitor the performance of the Contractor and decide on any questions which may arise on the quality of the service rendered including its capability, competence and readiness to perform its duties.
- 6.7.2 The Contractor shall, at all times, be directly responsible for the acts or conduct of the personnel under its employ, for their salaries or wages or compensation and other benefits provided for under existing and applicable labor laws.
 - a) Non-compliance with the minimum wage and other labor and social laws shall be ground for pre-termination of the agreement.
 - b) Any damage to the systems, facilities and equipment of the GSIS due to theft, pilferage or damage due to negligence directly or indirectly caused by the Contractor or its personnel shall be immediately repaired, restored or replaced by the Contractor at its own expense.
 - c) The Contractor shall indemnify the GSIS and its personnel and other persons who might suffer physical injuries, loss or any other form of damages as a result of the Contractor's negligence or violation of this Terms of Reference.

- 6.7.3 It is understood that failure or delay of the GSIS to demand strict compliance with any of the terms shall not be considered as waiver of the enforcement of its rights.
- 6.7.4 The Contractor agrees to finally and unconditionally obey the decisions of the GSIS on the interpretation of any term or condition in this Contract.
- 6.7.5 The Contractor agrees to hold the GSIS free and harmless from any actions, suits, damage and claim which may be brought by any party by reason of this Contract or its implementation, the non-performance by the Contractor of its obligation under any rule, ordinance or law, or any of the conditions of this Contract.
- 6.7.6 The Contractor shall not assign or sub-contract the services or any portion of the Contract without the written approval of the GSIS.
- 6.7.7 The Contractor and its personnel shall at all times comply with all the safety and security regulations of the GSIS.
- 6.7.8 The Contractor shall not, during the term of this Contract reveal to any third party any information as to the state of affairs or business of the GSIS which the Contractor has learned by reason of this Contract.

Prepared by:



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Noted:



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