



**LANDBANK**

SERVING  
THE NATION

**SUPPLEMENTAL/BID BULLETIN NO. 2  
For LBP-HOBAC-ITB-GS-20230510-03**

**PROJECT** : **Automated Teller Machine (Thru-the-Wall and Lobby Type)  
Inclusive of Four (4) Years Maintenance Support Services and  
Spare Parts**

**IMPLEMENTOR** : **HOBAC Secretariat Unit**

**DATE** : **October 6, 2023**

---

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

Modifications, amendments and/or clarifications:

- 1) The bidder/s are encouraged to use the Bid Securing Declaration as Bid Security.
- 2) The Terms of Reference (Annexes D-1 to D-21), Bid Data Sheet (ITB Clause 20), Special Conditions of Contract (SCC Clause 1, 2.2 & 6), Schedule of Requirements (Section VI), Technical Specifications (Section VII), Agreement, Omnibus Sworn Statement (Form No. 6), List of LANDBANK Officers, Employees and Consultant(s) (Annexes G-1 to G-2), Secretary's Certificate (Form No. 7) and Checklist of Bidding Documents (Item No. 2 of Technical Eligibility Documents, Item Nos. 11, 12 & 13 of Technical Documents, Item Nos. 2 & 3 of Other Documents to Support Compliance with Technical Specification and Item Nos. 4 & 5 of Post-Qualification Documents/Requirements) have been revised. Please see attached revised Annexes D-1 to D-25 and Annexes G-1 to G-2 and specific sections of the Bidding Documents.
- 3) The submission and opening of bids is re-scheduled on October 20, 2023 at 10:00 A.M. through videoconferencing using Microsoft (MS) Teams.
- 4) Responses to bidder's queries/clarifications per Annex I-1 to I-5.

  
**ATTY. HONORIO T. DIAZ, JR.**  
**Head, HOBAC Secretariat Unit**

## Bid Data Sheet

ITB Clause								
5.3	<p>In view of the determination by LANDBANK that the imposition of the provisions of Section 23.4.1 of IRR of RA 9184 will likely result to failure of bidding/monopoly that will defeat the purpose of public bidding, the Bidder should comply with the following requirements:</p> <p style="margin-left: 40px;">a. The Bidder must have completed a contract that is similar to this Project, the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC of this Project.</p> <p style="text-align: center; margin-left: 100px;">or</p> <p style="margin-left: 40px;">b. The Bidder must have completed at least two (2) contracts similar to this Project, the aggregate amount of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC for this Project, and the largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC for this Project.</p> <p>A contract shall be considered similar to this Project if it involves supply, delivery and installation of automated teller machines. Moreover, it must have been completed within five (5) years prior to the set deadline for the submission and receipt of bids.</p>							
7	Subcontracting is not allowed.							
12	The price of the Goods shall be quoted DDP specified delivery site/s or the applicable International Commercial Terms (INCOTERMS) for this Project.							
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 70%; text-align: center;">Form of Bid Security</th> <th style="width: 30%; text-align: center;">Minimum Amount of Bid Security</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">PhP6,357,060.00</td> </tr> <tr> <td style="padding: 5px;">(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</td> </tr> <tr> <td style="padding: 5px;">(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.</td> <td style="text-align: center; vertical-align: middle;">PhP15,892,650.00</td> </tr> </tbody> </table>	Form of Bid Security	Minimum Amount of Bid Security	(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;	PhP6,357,060.00	(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and	(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	PhP15,892,650.00
Form of Bid Security	Minimum Amount of Bid Security							
(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;	PhP6,357,060.00							
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and								
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	PhP15,892,650.00							

1. If bid security is in the form of cash, the required amount shall be remitted to any LANDBANK Branch or through the LANDBANK online payment platform Link.BizPortal. The bidder shall first secure an electronic PAO from LANDBANK - Procurement Department. If the bidder opts to pay at any LANDBANK Branch, the electronic PAO shall then be printed in two (2) copies and presented to the LANDBANK Teller together with the money. The LANDBANK Teller shall issue a machine validated Official Receipt (OR) evidencing payment of the bid security.

If the bidder opts to pay through the LANDBANK Link.BizPortal, the steps to follow are found in Annex A of the Bidding Documents. The Payment Confirmation shall serve as proof of payment of the cash bid security.

2. If bid security is in the form of cashier's/manager's check, the check should be payable to LAND BANK OF THE PHILIPPINES.
3. If in the form of bank draft/guarantee, the bidder may use the standard format of the issuing Bank, provided that the Project Title and Project Identification Number are indicated therein.
4. If in the form of Standby Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises – Market Lending Department 2 (SME-MLD 2) with the following contact details:

(a) CBD 2 - 18<sup>th</sup> Floor, LANDBANK Plaza Building  
Telephone No. 8-405-7345 local 2117  
(For Assets 1 Billion and up)

(b) SME-MLD 2 - 18<sup>th</sup> Floor, LANDBANK Plaza Building  
Telephone No. 8-405-7431 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  
14<sup>th</sup> Floor, LANDBANK Plaza Building  
Telephone No. 8-710-7114  
(Every Tuesday and Thursday)

(b) 12<sup>th</sup> Floor, SSHG Law Center Bldg.  
105 Paseo de Roxas, Legaspi Village  
Makati City  
Telephone Nos. 8-812-4911 and 8-867-1064

	<p>Surety bonds with the following or similar conditions/phrases shall not be accepted:</p> <p>(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</p> <p>(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."</p> <p>6. If in the form of Bid Securing Declaration, the attached Form No. 8 of the Bidding Documents must be used.</p> <p>7. A scanned copy of the bid security (i.e. LANDBANK Official Receipt and/or and/or Payment Confirmation and/or Manager's/Cashier's Check and/or Bank Draft/Guarantee and/or Surety Bond and/or Bid Securing Declaration) shall be included in the Eligibility and Technical Proposal/Documents. In the case of cashier's/manager's check bid security, the physical check must be delivered to and received by LANDBANK-Procurement Department not later than 5:00 P.M. of the following banking day after the opening of bids. In the case of the other forms of bid security, the physical document must be submitted to LANDBANK-Procurement Department during the post-qualification stage.</p>
15	<p>The electronic bid shall consist of two identical copies of archived/compressed files (Copy 1 and Copy 2). The archived/compressed files shall be labelled with bidder's assigned short name, last seven (7) digits of the bidding reference number including the parenthesis if there are any, and bid copy number, each separated with a dash sign. Thus, for a project with bidding reference number LBPHOBAC-ITB-GS-20200819-01(2) that XYZ Company wants to bid on, the archived/compressed files shall be labelled as XYZ-081901(2)-C1 (for Copy 1) and XYZ-081901(2)-C2 (for Copy 2). Copy 1 shall serve as the primary file while Copy 2 shall be the backup file. The archived/compressed files shall be generated using either WinZip, 7-zip or WinRAR and password-protected.</p> <p>The above mentioned archived/compressed files shall contain the Technical Component and Financial Component files in PDF format. These PDF files shall be labelled with bidder's assigned short name, last seven (7) digits of the bidding reference number including the parenthesis if there are any, and the word "Tech" or "Fin" in the case of the Technical Component and Financial Component, respectively, each separated with a dash sign. Thus, using the above example, the archived/compressed files XYZ-081901(2)-C1 and XYZ-081901(2)-C2 shall both contain the PDF files labelled XYZ-081901(2)-Tech and XYZ-081901(2)-Fin.</p> <p><u>All the required documents for each component of the bid shall be in one (1) PDF file and sequentially arranged as indicated in the Checklist of Bidding Documents.</u></p> <p>The documents must be signed by the authorized signatory/ies when required in the form.</p>

	<p><u>The archived file and the PDF files shall be assigned with a different password</u> and these passwords shall be disclosed by the bidder only upon the instruction of HOBAC during the actual bid opening. The passwords for Copy 1 and Copy 2 shall be the same.</p> <p>Electronic bids that are not assembled, labelled and password-protected in accordance with these procedures shall not be rejected/disqualified but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The HOBAC/LANDBANK shall assume no responsibility for the non-opening or premature opening of the contents of the improperly assembled, labelled and password-protected electronic bid.</p> <p>In case of modification of bid, a modified version of Copy 1 and Copy 2 of the bid (archived/compressed) files shall be uploaded to the SFTF. The qualifier "Mod" and a numeric counter indicating the number of times that the bid had been modified shall be added at the end of the filenames of both the archived and PDF files. Using again the earlier example, the sample labels and contents of the modified bid shall be as follows: a) First Modification: XYZ-081901(2)-C1-Mod1 and XYZ-081901(2)-C2-Mod1 containing XYZ-081901(2)-Tech-Mod1 and XYZ-081901(2)-Fin-Mod1, and b) Second Modification: XYZ-081901(2)-C1-Mod2 and XYZ-081901(2)-C2-Mod2, containing XYZ-081901(2)-Tech-Mod2 and XYZ-081901(2)-Fin-Mod2]. Only the latest modified bid shall be opened while the rest of the superseded bids will be rejected.</p>
16	<p>All bids shall be submitted electronically on or before the 10:00 A.M. deadline on <u>October 30, 2023</u>. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.1. Only electronic bids that are successfully uploaded to the Secure File Transfer Facility of LANDBANK on or before the deadline shall be accepted. The procedures that will be followed in the submission and opening of electronic bids are described in the Detailed Procedures in Submission and Opening of Electronic Bids per attached Annexes C-1 to C-7. The electronic bid shall be submitted by uploading the same in the LBP SFTF (please refer to the Guide in Accessing LBP Secure File Transfer Facility per attached Annexes C-4 to C-7).</p> <p><u>Electronic bids received after the set deadline basing on the date and time on the electronic folders of bidders shall not be accepted by the HOBAC.</u> Thus, bidders are requested to upload their electronic bids at least two (2) hours before the set deadline.</p> <p>The prospective bidder shall receive an acknowledgement receipt via email after successful uploading of its/his/her electronic bid. If no email is received within one (1) hour after successful uploading, the bidder shall call the HOBAC Secretariat at (02) 8522- 0000 local 2609 to confirm whether the submission has been received, and if so, request for the acknowledgment of receipt of the electronic bid.</p>

17

On the bid opening date, the bidder shall confirm its/his/her participation in the online meeting with the HOBAC Secretariat at least one (1) hour before the scheduled meeting. The bidder shall be able to log in into MS Teams and join the Waiting Room of the HOBAC meeting. A maximum of two (2) accounts/connections per participating interested bidder shall be allowed to join the meeting.

Projects with participating bidders in attendance shall be given priority in the queuing.

Upon the instruction of the HOBAC Chairperson to start the bid opening activity, the HOBAC Secretariat connects the participating bidder/s to the videoconferencing/group calling session. The HOBAC Secretariat shall record the session and act as Moderator of the meeting all throughout.

In case a bidder cannot connect to the videoconferencing via MS Teams application, the HOBAC Secretariat shall contact the bidder concerned through its registered mobile phone/landline telephone up to a maximum of three (3) call attempts with five (5) minutes interval after each call attempt. A text message advising the bidder that the public bidding has already started will also be sent by the HOBAC Secretariat. If the HOBAC Secretariat still cannot contact the bidder after the said allowable call attempts or the bidder is unable to contact the HOBAC Secretariat to provide the passwords needed to open its electronic bids when required by the HOBAC, the bidder concerned shall be disqualified from further participating in the bidding process.

Once the connections are in place, the HOBAC, with the assistance of the HOBAC Secretariat, retrieves the archived file from the LBP SFTF and opens the same. The Technical Proposal shall be opened first. Upon instruction from the HOBAC, the bidder concerned shall disclose the passwords for the archived file and the PDF file of the Technical Component.

The HOBAC then determines the eligibility and compliance with the technical requirements of the specific bidder using a nondiscretionary "pass/fail" criterion. Only bidders that have been rated "Passed" shall be allowed to participate in the succeeding stages of the bidding process.

The HOBAC, with the assistance of the HOBAC Secretariat, shall then open the Financial Components of those bidders that have been rated "Passed". Upon instruction from the HOBAC, the bidder concerned shall disclose the password for its/his Financial Component.

In case an archived/PDF file fails to open due to a wrong password, the specific bidder shall be allowed to provide the HOBAC with passwords up to five (5) times only. The same number of attempts shall apply to Copy 2 of the bid, in case there is a need to open it. If the archived/PDF file still could not be opened after the maximum allowable attempts or due to technical issues, the bidder concerned shall be disqualified from further participating in the bidding process. Thus, the bidders are encouraged to test their electronic bids and ensure that they are free from technical errors prior to uploading of the same to the SFTF.

	<p>The HOBAC, with the assistance of the HOBAC Secretariat, conducts bid evaluation and ranking of the bids. The results of bid evaluation and ranking shall be recorded in the Abstract of Bids, which shall be signed by the HOBAC Members and Observers. The result of evaluation and ranking shall also be announced to the participants.</p> <p>The retrieval and opening of the electronic bids, page-by-page review of documents and the results of the bid evaluation and ranking shall be shown to the participants through the screen sharing feature of MS Teams.</p> <p>The access of the bidders to the videoconferencing/calling session shall be terminated once the Chairperson has declared that the bid opening activity for a specific project has been finished.</p>
19.3	<p>The lot and reference is:</p> <p>Automated Teller Machine (Thru-the-Wall and Lobby Type) Inclusive of Four (4) Years Maintenance Support Services and Spare Parts with Project Identification Number LBP-HOBAC-ITB-GS-20230510-03.</p> <p>The goods are grouped in a single lot and the lot shall not be divided further into sub-lots for the purpose of bidding, evaluation and contract award.</p>
20	<p>The following documents shall be submitted by the Bidder with the Lowest Calculated Bid:</p> <ol style="list-style-type: none"><li>1. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).</li><li>2. <b>Original copy of duly notarized Revised Omnibus Sworn Statement (OSS) (sample form - Form No.6).</b></li><li>3. <b>Duly notarized revised Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form - revised Form No. 7).</b></li></ol>
21	No further instructions.

# Special Conditions of Contract

SCC Clause									
1	<p><b>Delivery and Documents –</b></p> <p>The procurement of Automated Teller Machine (Thru-the-Wall and Lobby Type) Inclusive of Four (4) Years Maintenance Support Services and Spare Parts was acquired through Public Bidding with approved Purchase Order No. _____ dated _____, with the Notice of Award and Notice to Proceed issued by LANDBANK's authorized signatory.</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><b><i>For Goods supplied from abroad:</i></b> The delivery terms applicable to the Contract are DDP delivered in the address/es indicated in revised Section VI. Schedule of Requirements. In accordance with INCOTERMS.</p> <p><b><i>For Goods supplied from within the Philippines:</i></b> The delivery terms applicable to this Contract are delivered in the address/es indicated in revised Section VI. Schedule of Requirements. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in revised Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative/s at the Project Site/s is/are indicated in revised Section VI. Schedule of Requirements.</p> <p>The supplier shall provide Automated Teller Machine (Thru-the-Wall and Lobby Type) Inclusive of Four (4) Years Maintenance Support Services and Spare Parts with the following inclusions:</p> <table border="1" data-bbox="363 1798 1412 2038"> <thead> <tr> <th data-bbox="371 1809 1129 1854">Description</th> <th data-bbox="1137 1809 1404 1854">Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="371 1865 1129 1910">▪ Thru-the-Wall ATM</td> <td data-bbox="1137 1865 1404 1910">385 Units</td> </tr> <tr> <td data-bbox="371 1921 1129 1966">▪ Lobby Type</td> <td data-bbox="1137 1921 1404 1966">100 Units</td> </tr> <tr> <td data-bbox="371 1977 1129 2038">▪ Four (4) Years Maintenance Support Services (485 units)</td> <td data-bbox="1137 1977 1404 2038">1 Lot</td> </tr> </tbody> </table>	Description	Quantity	▪ Thru-the-Wall ATM	385 Units	▪ Lobby Type	100 Units	▪ Four (4) Years Maintenance Support Services (485 units)	1 Lot
Description	Quantity								
▪ Thru-the-Wall ATM	385 Units								
▪ Lobby Type	100 Units								
▪ Four (4) Years Maintenance Support Services (485 units)	1 Lot								



<ul style="list-style-type: none"> <li>▪ Spare Parts                             <ul style="list-style-type: none"> <li>✓ Electronic PIN Pad</li> <li>✓ Currency Cassette</li> <li>✓ Power Supply</li> <li>✓ Card Reader (EMV)</li> <li>✓ Receipt Printer</li> <li>✓ CPU</li> <li>✓ Monitor</li> <li>✓ Touchscreen Module</li> <li>✓ Dispenser Module</li> <li>✓ Digital Lock</li> <li>✓ Fascia</li> <li>✓ Solid State Drive</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>10 Units</li> <li>100 Units</li> <li>10 Units</li> <li>10 Units</li> <li>10 Units</li> <li>10 Units</li> <li>10 Units</li> <li>10 Units</li> <li>10 Units</li> <li>10 Units</li> <li>10 Units</li> <li>10 Units</li> </ul>
<ul style="list-style-type: none"> <li>▪ Terminal Integration Certification</li> </ul>	<ul style="list-style-type: none"> <li>1 Certificate</li> </ul>

**Incidental Services –**

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

- a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

**The spare parts and other components required are listed in revised Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.**

**The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period *indicated* in revised Section VI. Schedule of Requirements.**

Spare parts or components shall be supplied as promptly as possible, but in any case, within months indicated in the Technical Specifications.

#### **Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

Name of the Procuring Entity  
Name of the Supplier  
Contract Description  
Final Destination  
Gross weight  
Any special lifting instructions  
Any special handling instructions  
Any relevant HAZCHEM classifications

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

#### **Transportation –**

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

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

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

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

	<p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
<p>2.2</p>	<p><b>Pursuant to Malacañang Executive Order No. 170 (Re: Adoption of Digital Payments for Government Disbursements and Collections) issued on 12 May 2022, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements, all payments for this Contract shall be through direct credit to the supplier's deposit account with LANDBANK. Thus, the supplier shall maintain a deposit account with any LANDBANK Branch where the proceeds of its billings under this Contract shall be credited.</b></p> <p>The following documentary requirements for payment shall be submitted:</p> <ul style="list-style-type: none"> <li>• Sales Invoice/Billing Statement/Statement of Account.</li> <li>• Delivery Receipt with printed name and signature of LANDBANK employee who received the delivery and actual date of receipt of items.</li> <li>• Warranty Certificate specifying the period covered by the warranty.</li> </ul> <p>The Supplier shall be paid within sixty (60) calendar days after submission of sales invoice or claim and complete documentary requirements.</p> <p>Supplier shall pay taxes in full and on time.</p> <p>Supplier is, likewise, required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.</p>
<p>4</p>	<p>Maintain the GCC Clause.</p>
<p>5</p>	<p>One (1) year warranty on software (owned and third party), labor, parts and incidental charges for remedial and preventive software and hardware maintenance from date of installation or four (4) months after delivery, whichever comes first.</p>

<p>6</p>	<p>The Supplier has not made and will not make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of this Contract.</p> <p>The Supplier shall not assign this Contract or sub-contract the performance of any portion of it, without the LBP's prior written consent. Prior to the assignment or subcontracting and the approval by LBP thereof, the Supplier must disclose to LBP the name of its assignee/s or subcontractor/s who/which should have a written agreement/s with the Supplier indicating: (i) that the assignee/s or subcontractor/s is aware of and shall abide with all the terms and conditions of this Agreement, as may be applicable; (ii) that the term of the assignment/sub-contract shall not exceed the term of this Agreement; (iii) the detailed terms of the assignment/sub-contract.</p> <p>The Supplier shall hold LBP free and harmless from any claims of third parties arising from a negligent or otherwise wrongful act, or omission by the Supplier or its employees or representatives. The Supplier shall ensure that the employees that will be deployed in LBP's premises shall faithfully observe and comply with all LBP rules and regulations.</p>
----------	---

## Schedule of Requirements

The delivery schedule/contract period expressed as weeks/months/years stipulates hereafter a delivery/performance period which is the period within which to deliver the goods or perform the services in the project site/s.

Description	Quantity	Delivered, Weeks/Months
Automated Teller Machine (Thru-the-Wall and Lobby Type) Inclusive of Four (4) Years Maintenance Support Services and Spare Parts	One (1) Lot  Refer to the Bill of Quantities for the breakdown of components per attached Annex E	<p><b>Thru-the-Wall Type</b>                      Delivery shall be in eight (8) batches, 50 units for the 1<sup>st</sup> to 7<sup>th</sup> batches and 35 units for the 8<sup>th</sup> batch</p> <p>The 1<sup>st</sup> to 8<sup>th</sup> batches shall be ready for delivery within 150 calendar days upon receipt of Notice to Proceed (NTP) and advice from Branch Banking Support Department (BBSD).</p> <p><b>Lobby Type</b>                      Delivery shall be in two (2) batches, fifty (50) units for each batch.</p> <p>The 1<sup>st</sup> and 2<sup>nd</sup> batches shall be ready for delivery within 150 calendar days upon receipt of NTP and advice from BBSD.</p> <p style="text-align: center;"><b>Delivery Period</b></p> <p><b>For ATMs:</b>  <i>Destination via land travel:</i>                      As specified or within five (5) banking days upon receipt of notice from BBSD.</p> <p><i>Destination via land and sea travel:</i>                      As specified or within twenty (20) banking days upon receipt of notice from BBSD, and twenty-five (25) banking days upon receipt of notice from BBSD for the areas mentioned in Revised Annex D-11.</p> <p><b>For Spare Parts:</b>                      Forty eight (48) hours upon start of the repair work.</p>

**Deployment Sites:**

National Capital Region ---	101
Northern & Central Luzon --	107
Southern Luzon -----	100
Visayas -----	86
Mindanao -----	91
Total	<u>485</u>

Please see attached Annexes F-1 to F-22 for the Deployment Sites.

**Contact Person:**

Elenita C. Rapanut  
Vice President  
Head, BBSD

**Contact Numbers:**

8-522-0000 locals 2127 and 4239

**Conforme:**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature Over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Position

# Technical Specifications

<b>Specifications</b>	<b>Statement of Compliance</b>
<p style="text-align: center;"><b>Automated Teller Machine (Thru-the-Wall and Lobby Type) Inclusive of Four (4) Years Maintenance Support Services and Spare Parts</b></p> <p><b>1. Minimum technical specifications and other requirements per attached Revised Terms of Reference (Annexes D-1 to D-21).</b></p> <p><b>2. The documentary requirements indicated in the Terms of Reference shall be submitted in support of the compliance of the Bid to the technical specifications and other requirements.</b></p> <p>Non-submission of the above documents may result in the post-disqualification of the bidder.</p>	<p><b>Bidders must state below either "Comply" or "Not Comply" against each of the individual parameters of each Specification preferably stating the corresponding performance parameter of the product offered.</b></p> <p>Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the 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 applicable laws and issuances.</p> <p style="text-align: center;"><b>Please state here either "Comply" or "Not Comply"</b></p>



<p>The lowest calculated bidder shall deliver one (1) unit of Thru-the-Wall ATM and one (1) unit Lobby Type ATM at LANDBANK Head Office within seven (7) working days upon receipt of the notice from Branch Banking Support Department for post-qualification evaluation.</p>	
--	--

**Conforme:**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Position

## AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This **Agreement** for the acquisition of \_\_\_\_\_ for  
LANDBANK [Name of Department], made and executed by and between:

**LAND BANK OF THE PHILIPPINES (LANDBANK)**, a government banking/financial institution created and existing under and by virtue of the provision of Republic Act No. 3844, as amended, with Head Office address at LANDBANK Plaza Building, No. 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila, represented in this act by **[NAME OF AUTHORIZED REPRESENTATIVE]**, **[Designation-Name of unit being supervised or managed]** per [Board Resolution No. \_\_\_\_\_ or Secretary's Certificate dated \_\_\_\_\_ -*Note: Choose the appropriate document*], hereinafter called the "Procuring Entity";

- and -

**[NAME OF SUPPLIER or CONTRACTOR or CONSULTANT-Note: Choose what is applicable]**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented in this act by **[NAME OF AUTHORIZED REPRESENTATIVE]**, **[Designation-Name of unit being supervised or managed]** per [Board Resolution No. \_\_\_\_\_ or Secretary's Certificate dated \_\_\_\_\_ -*Note: Choose the appropriate document*], hereinafter called the "[Supplier or Contractor or Consultant- *Note: Choose what is applicable*]".

**WHEREAS**, the Procuring Entity invited Bids and procured through Competitive Bidding [certain goods and ancillary services or construction or renovation or professional consulting services-*Note: Choose the appropriate item or project*], viz., the \_\_\_\_\_ for LANDBANK [Name of Department], and has accepted a Bid by the [Supplier or Contractor or Consultant-*Note: Choose what is applicable*] for the [supply of these goods and/or services or execution and completion of such Works-*Note: Choose what is applicable*] in the total sum of **[PHP CURRENCY IN WORDS (IN FIGURES)]**, inclusive of all applicable taxes, hereinafter called the "Contract Price".

### The terms and conditions of this Agreement are as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz
  - (a) General Conditions of the Contract (GCC);
  - (b) Special Conditions of the Contract (SCC);
  - (c) [Terms of Reference or Scope of Work or Technical Specifications-*Note: Choose applicable document*], [Schedule of Requirements- *Note: Include for Goods and Services*, Drawings/Plans and Bill of Quantities-*Note: Include for Civil Works*];
  - (d) Supplemental or Bid Bulletins, if any;
  - (e) [Supplier's or Contractor's or Consultant's Bid- *Note: Choose applicable bid*], including Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - (f) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexed, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation.
  - (g) Procuring Entity's Notice of Award dated **[Month Day, Year]** and Bidder's conforme thereto;
  - (h) Purchase Order No. **[2023XXXX-XXXX]** dated **[Month Day, Year]**;

- (i) Performance Security in the form of [Cash with Official Receipt No. \_\_\_\_\_ or Cashier's/Manager's Check No. \_\_\_\_\_ or Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond No. \_\_\_\_\_ -*Note: Choose applicable form of security*];
- (j) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. The [Supplier or Contractor or Consultant-*Note: Choose which is applicable*] agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as Notice to Proceed, Amendments to Order, Variation Orders, and Warranty Security, shall likewise form part of the Contract;

Provisions of the attachments shall be observed based on their order of presentation. In case of conflict between the GCCs, SCCs and the [Technical Specifications or Scope of Work or Terms of Reference-*Note: Choose which is applicable*] vis-à-vis the Bid of the [Supplier or Contractor or Consultant-*Note: Choose which is applicable*], the former shall prevail.

- 3. In consideration of the payments to be made by the Procuring Entity to the [Supplier or Contractor or Consultant-*Note: Choose which is applicable*] as hereinafter mentioned, the [Supplier or Contractor or Consultant-*Note: Choose which is applicable*] hereby covenants with the Procuring Entity to provide the [goods and/or services or execution and completion of such Works-*Note: Choose what is applicable*] and to remedy defects therein in conformity in all respects with the provisions of the Contract in accordance with its Bid.
- 4. The Procuring Entity hereby covenants to pay the [Supplier or Contractor or Consultant-*Note: Choose which is applicable*] in consideration of the provision of the [goods and/or services or execution and completion of such Works-*Note: Choose what is applicable*] and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
- 5. This Agreement shall be subject to pertinent budgeting, accounting, and auditing rules and regulations.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at the City of Manila.

**[NAME OF SUPPLIER/CONTRACTOR/CONSULTANT]**

By:

**[SIGNATURE OVER PRINTED NAME]**

[Designation]

Date of Signing: \_\_\_\_\_

**LAND BANK OF THE PHILIPPINES**

By:

**[SIGNATURE OVER PRINTED NAME]**

[Designation]

Date of Signing: \_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
Supplier

\_\_\_\_\_  
LBP

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public in and for the City of \_\_\_\_\_, personally came and appeared **[NAME OF AUTHORIZED REPRESENTATIVE]** with ID No. \_\_\_\_\_, in his capacity as [Designation] of **[NAME OF SUPPLIER]** known to me and to me known to be the same person who executed the foregoing instrument as his free and voluntary act and deed, and he acknowledged before me that he is acting as representative of said corporation and that he has the authority to sign in his capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at the City of \_\_\_\_\_.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

## Form No. 6

### Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

I, \_\_\_\_\_, of legal age, \_\_\_\_\_, and residing at \_\_\_\_\_,  
(Name of Affiant) (Civil Status) (Nationality)  
\_\_\_\_\_, after having been duly sworn in accordance with law.  
(Address of Affiant)  
do hereby depose and state that:

1. **Select one, delete the other:**

*If a sole proprietorship:* I am the sole proprietor or authorized representative of \_\_\_\_\_,  
(Name of Bidder)  
with office address at \_\_\_\_\_,  
(Address of Bidder)

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of \_\_\_\_\_ with office address at \_\_\_\_\_,  
(Name of Bidder) (Address of Bidder)

2. **Select one, delete the other:**

*If a sole proprietorship:* As the owner and sole proprietor, or authorized representative of \_\_\_\_\_, I have full power and authority to do, execute and perform any and all acts  
(Name of Bidder)

necessary to participate, submit the bid, and to sign and execute the ensuing contract for the Land Bank of the Philippines, as shown in the attached duly notarized *Special Power of Attorney*;

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for Land Bank of the Philippines, as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable.);];

3. \_\_\_\_\_ is not "blacklisted" or barred from bidding by the Government of the Philippines  
(Name of Bidder)

or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. \_\_\_\_\_ is authorizing the President and CEO of Land Bank of the Philippines or its duly  
(Name of Bidder)  
authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

*If a sole proprietorship:* The owner or sole proprietor is not related by consanguinity or affinity up to the third level degree to the following LANDBANK officers, employees and consultants: 1) members of the Board of Directors; 2) President and CEO; 3) members of the Head Office Bids and Awards Committee (HOBAC); 4) HOBAC Secretariat; 5) members of the Technical Working Group, if applicable; 6) personnel of Procurement Department; 7) personnel of the implementing unit or the end-user unit; and 8) project consultants, if applicable;'

*If a partnership or cooperative:* None of the officers, members, of \_\_\_\_\_ is related  
(Name of Bidder)  
by consanguinity or affinity up to the third civil degree, to the following LANDBANK officers, employees and consultants: 1) members of the Board of Directors; 2) President and CEO; 3) members of the Head Office Bids

and Awards Committee (HOBAC); 4) HOBAC Secretariat; 5) members of the Technical Working Group, if applicable; 6) personnel of Procurement Department; 7) personnel of the implementing unit or the end-user unit; and 8) project consultants, if applicable;'

*If a corporation or joint venture:* None of the officers, directors, controlling stockholders of \_\_\_\_\_ is related, by consanguinity or affinity up to the third civil degree,  
(Name of Bidder)

to the following LANDBANK officers, employees and consultants: 1) members of the Board of Directors; 2) President and CEO; 3) members of the Head Office Bids and Awards Committee (HOBAC); 4) members of the Technical Working Group, if applicable; 5) personnel of Procurement Department; 6) personnel of the implementing unit or the end-user unit; and 7) project consultants, if applicable;'

7. \_\_\_\_\_ has no unsatisfactory performance with its ongoing projects.  
(Name of Bidder)
8. \_\_\_\_\_ complies with existing labor laws and standards; and  
(Name of Bidder)
9. \_\_\_\_\_ is aware of and has undertaken the responsibilities as a Bidder in  
(Name of Bidder)  
compliance with the Philippine Bidding Documents, which includes:  
a) Carefully examine all of the Bidding Documents;  
b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;  
c) Making an estimate of the facilities available & needed for the contract to be bid, if any; and  
d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
10. \_\_\_\_\_ did not give or pay directly or indirectly, any commission, amount, fee, or  
(Name of Bidder)  
any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
11. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

Notary Public

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
S. of \_\_\_\_\_

*The names of specific LANDBANK officers, employees and consultants being referred to are shown in revised Annexes G-1 to G-2.*

**Form No. 7**

**SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_, of legal age, Filipino, with office address at \_\_\_\_\_, after being sworn to in accordance with law, do hereby certify that:

1. I am the incumbent and duly designated Corporate Secretary of \_\_\_\_\_, organized and existing in accordance with law, with principal office at the above-stated address;
2. As Corporate Secretary, I am the custodian of the corporate books and records, including the Minutes of Meetings and Resolutions of the Board of Directors;
3. The Board of Directors issued Board Resolution No. \_\_\_\_\_ on \_\_\_\_\_, to wit:

***If only one person is the authorized signatory***

"Resolved, that Mr./Ms. (Name and Position/Designation of Authorized Signatory) is our authorized signatory to represent our company, to sign and authenticate all the bidding documents for the [Name of Procurement Project] (and to sign the resulting contract – Note: Add this phrase if the authorized signatory to sign award documents is the same) by affixing his/her signature thereon as required in the Instructions to Bidders and with full power and authority to do, execute and perform all acts necessary".

***If one or more persons, acting singly, are the authorized signatories:***

"RESOLVED, that Messrs./Misses (Name and Position/Designation of Authorized Signatory) OR (Name and Position/Designation of Authorized Signatory) OR (Name and Position/Designation of Authorized Signatory) are our authorized signatories to represent our company, to sign and authenticate all the bidding documents for the [Name of Procurement Project] (and to sign the resulting contract – Note: Add this phrase if the authorized signatories to sign award documents are the same) by affixing his/her/their signature thereon as required in the Instructions to Bidders and with full power and authority to do, execute and perform all acts necessary".

The above-cited authorization has not been amended, modified and/or superseded and is therefore still in full force and effect.

4. This Certification is being issued to attest to the truth of the foregoing.

Signed this \_\_\_\_\_ in \_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

SUBSCRIBED and SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, with competent IDs represented.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_.

## Checklist of Bidding Documents for Procurement of Goods and Services

The documents for each component should be arranged as per this Checklist. Kindly provide guides or dividers with appropriate labels.

### Eligibility and Technical Component (PDF File)

- *The Eligibility and Technical Component shall contain documents sequentially arranged as follows:*

- **Eligibility Documents – Class “A”**

#### Legal Eligibility Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

#### Technical Eligibility Documents

2. Duly notarized revised 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 or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (sample form – revised Form No. 7).
3. 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 last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
4. Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar 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 sample form (Form No. 4).

#### Financial Eligibility Documents

5. 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.



6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

o **Eligibility Documents – Class “B”**

7. Duly signed 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 its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.
8. For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos, Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

o **Technical Documents**

9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder.
10. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
11. Revised Section VI – Schedule of Requirements with signature of bidder's authorized representative.
12. Revised Section VII – Specifications with response on compliance and signature of bidder's authorized representative.
13. Duly notarized revised Omnibus Sworn Statement (OSS) (sample form - Form No.6).

**Note:** *During the opening of the first bid envelopes (Eligibility and Technical Component), only the above documents will be checked by the BAC if they are all present using a non-discretionary “pass/fail” criterion to determine each bidder's compliance with the documents required to be submitted for eligibility and the technical requirements.*

- **Other Documents to Support Compliance with Technical Specifications [must be submitted inside the first bid envelope (Eligibility and Technical Component)]**
  1. Brochures or other official documents coming from the manufacturer indicating the complete specifications of the offered brand/model.
  2. ***For previous and current suppliers:***  
Certificate of Satisfactory Performance (covering both hardware and after sales service) issued by the Head, LANDBANK BBSD
  3. ***For new suppliers:***  
Certificate of Satisfactory Performance (covering both hardware and after sales service) from at least two (2) existing local bank clients belonging to the top ten (10) banks in terms of assets, with implementation of the same project which is operational for at least two (2) years and with at least fifty percent (50%) of this procurement.
  4. List of qualified, competent, and highly trained ATM service engineers with corresponding Certificate of Employment, resume/curriculum vitae and list of trainings attended.
  5. Valid and current Certificate from Payment Card Industry Payment Application Data Security Standards (PCI-PA-DSS).
  6. Valid and current Level 1 & 2 compliance certificate from EMV Co.
- **Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:**
  1. 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 EFPS.
  2. Latest Income Tax Return filed manually or through EFPS.
  3. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
  4. **Original copy of duly notarized revised Omnibus Sworn Statement (OSS) (sample form - Form No.6).**
  5. **Duly notarized revised Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form – revised Form No. 7).**

**Financial Component (PDF File)**

- ***The Financial Component shall contain documents sequentially arranged as follows:***

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).
3. Duly filled-out Bill of Quantities Forms signed by the Bidder's authorized representative (Annex E).

***Note: The forms attached to the Bidding Documents may be reproduced or reformatted provided the information required in the original forms and other requirements like signatures, if applicable, are complied with in the submittal.***