

**SUPPLEMENTAL/BID BULLETIN NO. 2**  
**For LBP-ICTBAC- ITB-GS-20241004-01**

**PROJECT:** Supply and Delivery of 300 Units Fully Functional Kiosk Terminal for Queuing Management System (QMS) Project


**DATE:** 27 November 2024

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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. Response to prospective bidders/clarifications per attached Annexes H-1 to H-4.
2. Section II. Instruction to Bidder (item 10.2), Checklist of the Bidding Documents (item 11 and 12) and Terms of Reference (Annexes D1 – D10) have been revised. Copies of said revised portions of the Bidding Documents are herein attached.
3. The bidders are reminded that the deadline of Bid Submission and Opening is on 04 December 2024 at 10:00 AM. **Late bids shall not be accepted.**
4. The bidders are encouraged to use the Bid Securing Declaration as Bid Security.

  
**SVP MARILOU L. VILLAFRANCA**  
Chairperson, ICT-BAC

## **Section II. Instructions to Bidder**

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## **1. Scope of Bid**

The Procuring Entity, LANDBANK wishes to receive Bids for the Supply and Delivery of 300 Units Fully Functional Kiosk Terminal for Queueing Management System (QMS) Project with Project Identification Number LBP-ICTBAC-ITB-GS-20241004-01.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of Twenty Six Million Pesos Only (Php26,000,000.00).

2.2. The source of funding is the LANDBANK 2024 Corporate Operating Budget.

## **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist:
- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the 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.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing using Microsoft (MS) Teams application as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## 16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and through online submission as indicated in paragraph 7 of the **IB**.

## 17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



## 18. Domestic Preference

The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

## 21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.

## **Section VI. Schedule of Requirements**

# 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.

Item Description	Delivery Period
Supply and Delivery of 300 Units Fully Functional Kiosk Terminal for Queueing Management System (QMS) Project	<p>Within six (6) months upon receipt of the Notice to Proceed (NTP). The delivery will be divided into three (3) batches as follows:</p> <ul style="list-style-type: none"> <li>• <b>1<sup>st</sup> Batch:</b> 100 units will be delivered two (2) months upon receipt of NTP</li> <li>• <b>2<sup>nd</sup> Batch:</b> 100 units will be delivered two (2) months after the delivery of the 1<sup>st</sup> batch</li> <li>• <b>3<sup>rd</sup> Batch:</b> 100 units will be delivered two (2) months after the delivery of the 2<sup>nd</sup> batch</li> </ul>
<p><b>Delivery Site:</b></p> <p>Please see revised Annexes D-21 &amp; D-22 of the TOR for the list of LANDBANK branches with office addresses.</p> <p><b>Contact Person:</b></p> <p><b>Mr. Geronimo S. Mangubat II</b>  IT Project Management Department  17<sup>th</sup> Floor LANDBANK Plaza  1598 M.H. Del Pilar cor. Dr. J. Quintos Sts.,  Malate, Manila  Tel. No. (02) 8522-0000 local 8432  GSMANGUBAT@landbank.com</p>	

**Conforme:**

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

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

\_\_\_\_\_  
Position

# **Section VII. Technical Specifications**

# Technical Specifications

<p style="text-align: center;"><b>Specifications</b></p>	<p style="text-align: center;"><b>Statement of Compliance</b></p> <p style="text-align: center;"><b>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either “Comply” or “Not Comply”</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;">Supply and Delivery of 300 Units Fully Functional Kiosk Terminal for Queueing Management System (QMS) Project</p> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. Project Scope, Technical Specifications and other requirements per attached <b>revised Terms of Reference (TOR) – Annexes D-1 to D-23.</b></li> <li>2. The documentary requirements enumerated in Section 5. Proposal Requirements per <b>revised Annexes D-7 &amp; D-8 of the TOR</b> shall be submitted in support of the compliance of the Bid to the technical specifications and other requirements.</li> </ol> <p>Non-submission of the above requirements may result to post-disqualification of the bidder.</p>	<p style="text-align: center;"><b>Please state here either “Comply” or “Not Comply”</b></p>

**Conforme:**

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Name of Bidder

---

Signature over Printed Name of  
Authorized Representative

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Position

## 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 Components (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 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 - 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.

○ **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.
9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

○ **Technical Documents**

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 – Technical Specifications with response on compliance and signature of bidder's authorized representative.**
13. Duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).

***Note: During the opening of the first bid envelope (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)].**
  14. Certificate from manufacturer that the MS Operating System is genuine, licensed and pre-installed from factory;
  15. Certificate from manufacturer that the processor is comparable or better compared to the general characteristics indicated in the TOR;
  16. Product brochure containing the Technical Specifications and physical description of the product, **OR**;  
  
Website link showing the Technical Specification of the product; and
  17. List of clients already served/engaged with in the past involving kiosk terminals and relative services.
  
- **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 Omnibus Sworn Statement (OSS) (sample form - Form No.6).
  5. Duly notarized 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 – 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).

***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.***

# FULLY FUNCTIONAL KIOSK REQUIREMENTS

## Terms of Reference

Version Number : 5.0  
Draft as of : 21 November 2024  
Printed on : 21 November 2024  
Author : Technical Working Group

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**Revised Annex D-3**

## 1. NAME AND DESCRIPTION OF THE PROJECT

A Fully Functional Kiosk Terminal (terminal) is an interactive and touch screen computer terminal **interfacing with Land Bank of the Philippines' Queueing Management System (QMS)** that allows the customer to key in their desired transaction with the different servicing associates/counters in select LANDBANK's **branches nationwide**.

The terminal should also be capable of reading barcode/QR code to signify the presence of clients who prebooked their over-the-counter transactions online.

## 2. PROJECT SCOPE

The Fully Functional Kiosk Terminals will be connected to the branch local area network (LAN) and access the Queueing Management System (QMS) Centralized Server, where our branch clients encode the details of their over-the-counter transactions.

The Supplier is expected to deliver a total of 300 units of a fully functional kiosk terminal with touch screen monitor. 270 units representing our actual requirements, and 30 units will represent immediate remedial/service units in case of breakdown.

Actual details of the kiosk terminal to be considered are as follows:

Main features:

- Touch screen monitor
- With QR Code reader visible to clients/users
- Contained in a cold-rolled steel cabinet
- All peripherals should be securely attached to the body of the kiosk.

Technical specifications

- CPU/Processor : Minimum of 2 Cores, maximum of 4 cores  
Minimum of 4 Threads, maximum of 8 threads  
Minimum Cache: 6 MB  
With Speakers
- Display size : **21" or bigger**, captive touch screen (resolution 4096 x 4096)
- Operating System : Windows 11 Pro (64-bit), must be activated and with certification from manufacturer that the MS operating system is genuine, licensed, and pre-installed from the factory.
- RAM Memory : 8GB or better
- Storage : 256GB solid-state SSD hard drive or better  
Partition the hard drive to two. One 200GB for the O/S and one 50GB for the applications.
- Camera/Scanner : Minimum requirement is a QR Code reader/scanner (1D and 2D)  
Camera function for Front, facial recognition, proximity is optional
- Interface : Serial port, USB, HDMI, Ethernet, LAN

### Revised Annex D-4

## CLASS D

- Power Supply : AC 100-240V, 50-60HZ
- Cabinet : Cold-rolled steel cabinet, anti-rust, streamlined appearance

### Technical Capabilities

- The unit/equipment will be tested and **should be able to run the bank's queueing management solution and can interface with the bank's tellering** system and transaction posting for the following:

- ✓ Cash Deposit for Peso, US Dollar and Japanese Yen
- ✓ Check deposit for On-US and Local checks
- ✓ Withdrawal for Peso, US Dollar and Japanese Yen
- ✓ Encashment for regular check and MDS
- ✓ Bills Payment
- ✓ Remittance
- ✓ Loan Payment
- ✓ Account Opening for Personal and Corporate account, for Peso, US Dollar and Japanese Yen
- ✓ Account Updating for Personal and Corporate account, for Peso, US Dollar and Japanese Yen
- ✓ Other Transactions – Teller\*
- ✓ Other Transactions – New Accounts\*
- ✓ Other Transactions – Document Examiner\*
- ✓ General Queries

*\* For complete list pertaining to Other Transactions, please see attached Annex D*

- **The unit/equipment should be able to run the bank's Anti-Virus applications/agents** without any performance degradation.
- Delivery of test units should be within three (3) working days upon receipt of post qualification notice.
- Proof of Capability should be made within the post qualification period.

### Physical Characteristic

- Body color should be white, no colored logo or decal should be printed on the body of the kiosk
- Should be slim and not bulky like an ATM
- Unit should be floor mounted and shall not occupy more than 5 square feet of floor area
- Should be free standing and need not to be bolted on the floor or wall to stand upright
- Height ranging from 45 inches to 65 inches from the floor to the top of the kiosk
- Monitor tilted between minimum of 9 degrees and maximum of 45 degrees with consideration to the height of the unit
- The unit's **monitor** should be installed with privacy screen protector
- Net weight should not exceed 45kg

#### a. Support/Customer Service

### Revised Annex D-5

## CLASS D

- Include information about customer support services, trouble reporting, and maintenance agreements.
  - Pre-sale and post-sale support services should include the following information:
    - i. Assigned single point of contact for the LANDBANK,
    - ii. Contact information of the point person/group such as landline, cellular phone number (for call and SMS) and email address.
    - iii. Response time should be with one hour from receipt of the request for support
    - iv. Service Level Agreement for reporting issues should be Monday to Friday, 8:00AM until 5:00PM
    - v. List of customer service center/service providers per province and in Metro Manila,
- b. Warranty
- Provide Warranty Certificates with information that includes a minimum of one (1) year of warranty on parts and services.
  - Include provision of 30 days allowance for the return of any defective units.

The Approved Budget for the Contract (ABC) shall be the upper limit or ceiling for the proposal, and shall cover the following:

- The cost of the kiosk device including proposed warranty,
- Freight/delivery cost, from source/origin to an agreed LANDBANK site,
- All applicable taxes, service fees and charges (e.g., fund transfers fees, foreign exchange difference).

### **3. DELIVERY TIME/COMPLETION SCHEDULE**

The vendor shall deliver 300 units of kiosk devices to LANBANK Antipolo warehouse or to an agreed LANDBANK site within Metro Manila, within six (6) months after receipt of Notice To Proceed (NTP) from the Procurement Department of the Bank in three batches. Delivery schedule are as follows:

- 1<sup>st</sup> batch will be delivered two (2) months upon receipt of NTP
- 2<sup>nd</sup> batch will be delivered two (2) months after the delivery of 1<sup>st</sup> batch
- 3<sup>rd</sup> batch will be delivered two (2) months after the delivery of 2<sup>nd</sup> batch

*Please see Annex for list of branches/site with addresses*

The delivery will include applicable certifications, applicable manuals, locks and keys.

The contract price shall be considered as fixed price and shall be denominated and payable in Philippine currency OR payable in foreign currency but shall be converted to Philippine currency based on the exchange rate prevailing as established by BSP on the day of bid opening.

All applicable taxes shall be for the account of the Solution Provider. Cost of all

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taxes, (e.g. value added tax (VAT), income tax, local taxes, and other fiscal levies and duties) which shall be itemized and reflected in the detailed estimates.

All applicable fees and charges, in instances of fund transfer to and where foreign currency is used for payments shall be for the account of Solution Provider.

The penalty for non-compliance will be 1/10 of 1% of the total value of the undelivered item for every day of non-delivery.

### **4. PAYMENT MILESTONE**

The supplier shall be paid on each successful batch delivery of the required units. Successful batch delivery criteria are as follows:

- Units were powered ON without issue
- Units complied with the technical specifications as indicated in this TOR
- The units touch screen monitor should be working as expected

The amount for payment to the vendor shall also observe the warranty security requirement of the bank as specified under Clause 6.1 of the Other Terms and Condition.

Pursuant to Malacanang Executive Order No. 170 (Re: Adoption of Digital Payments for Government Disbursements and Collections) issued on 12 May 2022, directing all government agencies to utilized 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 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.

The following documentary requirements for the payment shall be submitted:

- Sales invoice/Billing Statement/Statement of Account on or before the 15<sup>th</sup> day after every delivery.
- Delivery Receipt with printed name and signature of LANDBANK employee who received the delivery and actual date of receipt of items.
- Warranty Certificate specifying the period covered by the warranty.

The supplier shall be paid within sixty (60) calendar days after submission of sales invoice or claim and complete documentary requirements.

### **5. PROPOSAL REQUIREMENTS**

Bidders are to provide the following.

- Certification from manufacturer that the MS Operating System is genuine, licensed and preinstalled from factory
- Certification from manufacturer that the processor is comparable or better

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compare to the general characteristic indicated in this TOR

- Product brochure containing the technical specification and physical description of the product OR website link showing the technical specification of the product
- List of clients already served/engaged with in the past involving kiosk terminals and relative services.

The winning bidder is to provide a signed Non-Disclosure Agreement and Acceptable Use Policy Compliance Commitment Certificate within three (3) working days after receipt of Notice of Award (NOA) from the Procurement Department of the bank.

## **6. OTHER TERMS AND CONDITIONS**

The Supplier is required to comply the following terms and conditions.

### **6.1 Warranty Security**

The obligation for the warranty shall be covered by either retention money in an amount equivalent to three percent (3%) of every progress payment, or a special bank guarantee equivalent to three (3%) of the total contract price. The said amounts shall only be released after the lapse of one (1) year from acceptance of device. Provided, however, that the kiosks delivered are free from any defects or failures due to faulty and/or inadequate design and specifications, and all the conditions imposed under the contract have been fully met.

### **6.2 Amendment to Order**

Where there are additional items needed and necessary for the protection of goods, which were not included in the original contract (Section 1.4 of Annex D, Revised IRR of RA 9184), an Amendment to Order may be issued in accordance with the Revised IRR of Republic Act No. 9184 and latest GPPB Issuances, requiring necessary adjustments within the general scope of the contract in order to fully meet the requirements of LANDBANK

### **6.3 Payment**

- A. LANDBANK is allowed to determine the terms of payment on the partial or staggered delivery of goods, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations.
- B. LANDBANK may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Supplier.
- C. The Supplier shall open/maintain LANDBANK deposit account to facilitate crediting of payment and claims.

### **6.4 Performance Monitoring**

## **Revised Annex D-8**

After awarding of the contract:

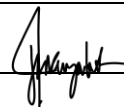
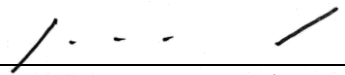
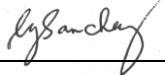

LANDBANK shall conduct performance monitoring which shall be done annually. For contracts with a period of one year or less, assessment shall be made upon maturity.

The solution provider is also required to submit Audited Financial Statement to establish its liquidity, capacity to absorb the obligations in connection with the existing contract/project, and to finance its implementation or completion

**6.5** Settlement of dispute and venue of suit

- A. Resolution of dispute or difference shall be through mutual consultation.
- B. Governing law shall be the laws of the Philippines.
- C. Venue of suit shall be the Courts of the City of Manila; **and**
- D. Any and all disputes arising from the implementation of the contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, **otherwise known as the "Alternative Dispute Resolution Act of 2004"**.

Queueing Management System (QMS) Project Technical Working Group:

NAME	SIGNATURE
Geronimo S. Mangubat II, ITPMD	
Atty. Auxillador Avitus D. Dofeliz, ProcD	
DM Emma M. Galvez, Clark Branch	
Lea Y. Sanchez, RBSD	
Jay Romar B. Salazar, SID	
Vashti V. Mabagos, ITPMD	(on leave)

## Revised Annex D-10

**RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS**

Date	November 21, 2024
Project Identification No	ITB-GS-20241004-01
Project Name	Supply and Delivery of 300 Units Fully Functional Kiosk Terminal for Queueing Management System (QMS) Project
Proponent Unit/Technical Working Group	ITPMD Geronimo S. Mangubat II

Item No	Portion of Documents	Queries and/or Suggestions	LANDBANK's Response
1	Proof of Capability should be realized within one (1) month upon receipt of test units for POC	What are the timelines for QMS?	<p>Delivery of test units should be within three (3) working days upon receipt of post qualification notice.</p> <p>Proof of Capability should be made within the post qualification period.</p>
2	Bid Document	On page 15 of the bidding documents (clause 10.2), <b>it states that the Bidder's</b> SLCC as indicated in ITB Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids. However, on pages 8 and 20 (BDS-ITB Clause 5.3) it states that the similar project must have been completed within five (5) years prior to the set deadline for the submission and receipt of bids. Please advise which is correct.	<p>The intention is for both clauses to state five (5) years.</p> <p>Applicable changes/correction to Bid Documents were made already.</p>
3	Provide Warranty Certificates with information that includes a minimum of one (1) year of warranty on service.	Warranty is one year of service?	<p>Warranty Certificate is for a minimum of one (1) year warranty on parts and services.</p> <p>Applicable revision in TOR were made already.</p>

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4		Our Service centers, Metro Manila, Metro Davao and Metro Cebu, will you deploy in other parts of the country?	Yes, Kiosk may be deployed to areas/part of the country outside of Metro Manila, Metro Davao and Metro Cebu where there are LANDBANK branches
5	Response time should be with one hour from receipt of the request for support.	Resolution time for the details to be provided as well since deployment is nationwide suggest 5 working days.	<p>We require that the service provider to respond to the service request of the branch/user within one hour from receipt of the request for support.</p> <p>Resolution turnaround time should be within four (4) hours from the start of call back to branch/user or on the time specified by branch/user that they are available for remote call support.</p> <p>If within four (4) hours, it was deemed that kiosk functionality cannot be resolved, service provider is to recommend to branch/user to ask for a remedial unit from their Application Administrator to replace the defective unit immediately.</p> <p>The service provider, upon declaration that the defective unit cannot be restored to its original functionality, is to provide onsite repairs within five (5) working days from the time of declaration that unit cannot be fixed remotely.</p>
6		On Warranty, to ask if machines for service can be brought to metro manila a bigger branch?	The initial resolution should be made via remote call with the branch/user.

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			<p>If concern cannot be addressed, we will make use of the remedial unit available to temporarily replace the defective unit.</p> <p>The service provider, upon declaration that the defective unit cannot be restored to its original functionality, is to provide onsite repairs within five (5) working days from the time of declaration that unit cannot be fixed remotely.</p>
7		For the Single Largest Completed Contract - 5 years May we please request for completed contract the validity/ duration of at least 10 years ?	<b>We will maintain the standard of 5 years for the Single Largest Completed Contract</b>
8	Technical Capabilities. <b>For the bank's</b> queueing management solution and can interface with <b>the bank's telling</b> system and transaction.	May we please clarify if we can test first our hardware or it will be test during the post qualification?	<p>The testing of the hardware will be performed during the post qualification period.</p> <p>Delivery of test units should be within three (3) working days upon receipt of post qualification notice.</p>
9	For the Support/ Customer Service (Assigned Single point of contact for the LBP	May we please clarify if the requirement is an onsite or on call service?	<p>The initial resolution should be made via remote call with the branch/user.</p> <p>If concern cannot be addressed, we will make use of the remedial unit available to temporarily replace the defective unit.</p> <p>The service provider, upon declaration that the defective unit cannot be restored to its original functionality, is to provide onsite repairs within five (5) working days from the time of declaration that</p>

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			unit cannot be fixed remotely.
10		May we please clarify if the bid submission can be manual submission (Hard copy ) instead of electronic bid submission	<b>No, we will maintain the requirement of electronic Bid Submission.</b>

  
Gerónimo S. Mangubat II