



**BID BULLETIN NO. 2  
For ITB No. 2016-3-068**

**PROJECT** : Supply, Delivery and Installation of Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware Software Warranty Plus Two (2) Years Software Maintenance at Various LANDBANK Branches

**IMPLEMENTOR** : Procurement Department

**DATE** : July 13, 2016

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

The modifications, amendments or clarifications are as follows:

1) Clarifications on bidder's queries:

BIDDER'S QUERIES	LANDBANK'S RESPONSES
<ul style="list-style-type: none"> <li>Apart from Magnetic Stripe encoding, will the Software be used also for Chip encoding will just be an add-on feature for future use? Because from what we know will already be using Chip personalization for new cards via Centralized Issuance Set-up if not via Outsource process?</li> </ul>	<ul style="list-style-type: none"> <li>Yes. Apart from the Magnetic Stripe encoding, the Service Provider must have a READY software for Chip encoding in the event that the Bank will be implementing the EMV Chip-enabled card.</li> </ul>
<ul style="list-style-type: none"> <li>Will the Software to be installed at the branches needs to be connected via bank secured network located at the Bank's Head Office or the data information will be produced only at the branches for new accounts?</li> </ul>	<ul style="list-style-type: none"> <li>No. The Software to be installed at LBP Branches does NOT need to be connected with our Host. The information will be coming from the Head Office and will be processed at the branch level.</li> </ul>

2) The title of the project has been revised, as follows:

FROM	TO
Supply, Delivery and Installation of Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware and Software Warranty at Various LANDBANK Branches/Offices (Subject to Ordering Agreement)	Supply, Delivery and Installation of Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware and Software Warranty <b>Plus Two (2) Years Software Maintenance</b> at Various LANDBANK Branches (Subject to Ordering Agreement)

- 3) The Terms of Reference (TOR), Section VI (Schedule of Requirements), Section VII (Specifications), Form No. 1 (Bid Form), Form No. 2 (Schedule of Prices), Form No. 6 (Bid Securing Declaration), Form No. 9 (Ordering Agreement), Form No. 10 (Order Agreement List), and Checklist of the Bidding Documents have been revised. Please see attached revised Annexes A-1 to A-5 of the TOR and pages 64, 65, 66, 67, 70, 71, 72, 77, 78, 83, 84, 85, 89, 90 and 91 of the Bidding Documents.
- 4) The deadline of submission and the schedule of opening of eligibility/technical and financial documents/proposals for the above project is scheduled on **July 21, 2016, 11:00 A.M.** at the Procurement Department, 25th Floor, LANDBANK Plaza Building, Malate, Manila.



**ALWIN I. REYES**  
Assistant Vice President  
Procurement Department and  
HOBAC Secretariat

### Terms of Reference for Thermal Printer

	TECHNICAL SPECIFICATIONS	REMARKS
<b>Thermal Card Printer/Machine Design with Accessories/Functionalities</b>	Modular and upgradable (e.g. from single sided to dual sided printing, from w/o lamination module to w/ lamination double sided module); in-line	Should comply
	Colored Single Sided Thermal Card Printer to be used for all debit cards such as ATM, VISA Debit Card, Cash Cards (white printed Text)	Should comply
	Perpetual Licensed Software in a single pass for the ff:	Should comply
	Software that will enable definition of different card design for different card products	Should comply
	Capable for single/batch printing of appropriate data information requirement of LBP (i.e. account name, account number, card number)	Should comply
	Software for magnetic stripe encoding, reading and overwriting of data in all tracks (i.e. Track 1, 2 and 3)	Should comply
	Security Management (see attached detailed requirements per EO 35, s 2011)	Should comply
	User Management	Should comply
	Facility to create and maintain users	Should comply
	Role-based user access	Should comply
	Allows creation of roles	Should comply
	Facility to change password by the user and reset password by the administrator with audit trail	Should comply

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**Terms of Reference for Thermal Printer**

TECHNICAL SPECIFICATIONS		REMARKS
	Reportorial Requirements	Should comply
	User Activity Report	Should comply
	No. of Printed/Rejected Cards	Should comply
	No. of Printed/Rejected Cards	Should comply
<b>Magnetic Stripe Encoding</b>	HiCo, Tracks 1, 2 and 3	Should comply
<b>Data Verification/Built in card reader/encoder</b>	Magnetic Stripe Card Verification	Should comply
	Chip (Contactless) Card Verification	Should comply
	ISO 14443 Type A and B	Should comply
<b>Speed</b>	24 sec per card (YMCKO) / 7	Should comply
<b>Euro/Visa/Master (EMV)Card Compliant</b>	Compliant. Capable of chip encoding; The supplier must submit a Self Certification of Compliance	Should comply
<b>Printing Method</b>	Thermal Transfer	Should comply
<b>Card Format</b>	CR80-ISO standard	Should comply
<b>Color Resolution</b>	300 dpi	Should comply
<b>Input Hopper</b>	50 cards	Should comply
<b>Output Hopper</b>	20 cards	Should comply
<b>Communication Interface</b>	USB	Should comply
	Option for Ethernet TCP-IP connection	Should comply
<b>Personalization Software</b>	PCI (Peripheral Component Interconnect) Compliant Software	Should comply
	Customize depending on the card products (e.g. VISA, Mastercard, LBP Regular ATM, LBP Cash Card)	Should comply
<b>Operating System</b>	Windows7	Should comply
	Upgradable to a higher version at no additional cost	Should comply
<b>Power Requirement</b>	220-250V	Should comply
<b>User's Operational Manual</b>	Available	Should comply
<b>Other requirements</b>	List of Service Centers	Should comply
<b>SECURITY PARAMETERS</b>	<b>SECURITY REQUIREMENTS</b>	
<b>USER ID</b>	LBP assigned ID number or approved ID convention/format for specific	Should comply

### Terms of Reference for Thermal Printer

	TECHNICAL SPECIFICATIONS	REMARKS
	system	
	4-16 alphanumeric (alpha, numeric or combination of both characters)	Should comply
	Not case-sensitive	Should comply
<b>Password</b>	Minimum of 8 alpha and numeric characters	Should comply
	Must not contain 3 consecutive repeating characters	Should comply
	Case-sensitive	Should comply
	Masked	Should comply
<b>User ID and Password Database</b>	Encrypted, in addition to the above mentioned security requirements	Should comply
<b>Password Expiry</b>	Maximum of 90 days or as the need arises	Should comply
<b>Password Re-use/History</b>	Minimum of 3 previous password used	Should comply
<b>Automatic Lock/Suspend/Revoked</b>	Maximum of 3 consecutive unsuccessful attempts	Should comply
<b>Automatic Log-off/Log-out</b>	Maximum of 15 minutes of inactivity	Should comply
<b>Change Password</b>	Every after 90 days or as the need arises	Should comply
	User-Triggered	Should comply
<b>Force Change Password</b>	Upon initial log-in after creation of account/resetting of password except for user-nominated password	Should comply

LAND BANK OF THE PHILIPPINES

Thermal Card Printer with Card Personalization Software for Branches

CONDITIONS TESTED	Specification Requirements	EXPECTED RESULT	REMARKS
<b>I. Thermal Printing</b>			
<ul style="list-style-type: none"> <li>Modular and upgradable</li> <li>Two (2) Monochrome Ribbon (white ) both with at least 1,000 prints</li> </ul>		will allow available	
<b>A. Color Printing</b>			
<ul style="list-style-type: none"> <li>Print Area</li> <li>Printing Capacity</li> <li>Color Resolution</li> <li>Printing Method                             <ul style="list-style-type: none"> <li>Thermal Transfer</li> <li>One sided</li> <li>Dual Sided</li> </ul> </li> <li>includes magnetic stripe encoding                             <ul style="list-style-type: none"> <li>HICO</li> <li>Track 1, 2 and 3</li> </ul> </li> <li>includes chip encoding                             <ul style="list-style-type: none"> <li>contact</li> <li>contactless</li> <li>smart card</li> <li>EMV (Euro/Mastercard/Visa)</li> </ul> </li> <li>includes data verification                             <ul style="list-style-type: none"> <li>Magnetic stripe</li> <li>Chip</li> </ul> </li> </ul>		Full card size 24 seconds/card 300 dpi will allow will allow will allow will allow will allow will allow with Certificate will allow will allow	
<b>B. Mono Printing</b>			
<ul style="list-style-type: none"> <li>Printing Capacity</li> <li>Printing Method                             <ul style="list-style-type: none"> <li>Thermal Transfer</li> <li>One sided</li> <li>Dual Sided (optional)</li> </ul> </li> <li>includes magnetic stripe encoding                             <ul style="list-style-type: none"> <li>HICO</li> <li>Track 1, 2 and 3</li> </ul> </li> <li>includes chip encoding                             <ul style="list-style-type: none"> <li>contact</li> <li>contactless</li> <li>smart card</li> <li>EMV (Euro/Mastercard/Visa)</li> </ul> </li> <li>includes data verification                             <ul style="list-style-type: none"> <li>Magnetic stripe</li> <li>Chip</li> </ul> </li> </ul>		7 seconds/card will allow will allow will allow will allow will allow will allow compliant available available	
<b>C. Lamination</b>			
<ul style="list-style-type: none"> <li>Print Area</li> <li>Type of Printing                             <ul style="list-style-type: none"> <li>Color Printing</li> <li>Mono Printing</li> <li>One sided</li> <li>Dual Sided</li> </ul> </li> </ul>		Full card size will allow will allow will allow will allow	
<b>II. Personalization Software/Programming</b>			
<ul style="list-style-type: none"> <li>Personalization Software                             <ul style="list-style-type: none"> <li>Perpetual License Software in a single pass with the ff functionalities                                     <ul style="list-style-type: none"> <li>software that will enable definition of different card design for different card products   <ul style="list-style-type: none"> <li>ATM (Proprietary)</li> <li>Cash Card</li> <li>Sikat Saka</li> <li>Premium</li> <li>Visa</li> </ul> </li> <li>Capable for single/batch printing of appropriate data information requirement of LBP (i.e. acct name, acct no., card no.)</li> </ul> </li> <li>Software for magnetic stripe encoding, reading and erasing of data in all tracks (i.e. Track 1, 2 and 3)</li> <li>User Management (See Annex A)                                     <ul style="list-style-type: none"> <li>Facility to create and maintain users</li> <li>Role-based user access</li> <li>Allows creation of roles</li> <li>Facility to change password by the user and reset password by the administrator with audit trail</li> </ul> </li> <li>Reportorial Requirements                                     <ul style="list-style-type: none"> <li>User Activity Report</li> <li>No. of Printed/Rejected Cards</li> </ul> </li> </ul> </li> <li>Existing Embossing File</li> </ul>		available available available available available available available will allow	

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CONDITIONS TESTED	Specification Requirements	EXPECTED RESULT	REMARKS
•	Magstripe encoding of Visa's Cardholders Name	available	
•	e.g from Track 2 to Track 1 (per VISA standards)	available	
•	Create Patch File for every new card design layout/requirement	available	

**III. Security and Access Controls**

•	Application System		
•	User ID		
•	4-16 alphanumeric (alpha, numeric or combination of both characters)	will allow	
•	not case-sensitive		
•	Password	will allow	
•	minimum of 6 alpha and numeric characters	will allow	
•	case-sensitive	will allow	
•	different from User ID	will allow	
•	masked	will allow	
•	Password File/Database		
•	encrypted, in addition to the above mentioned security requirements	will allow	
•	Password Expiry		
•	maximum of 90 days or as the need arises	will allow	
•	Password Re-use/History		
•	minimum of last previous password used	will allow	
•	Automatic Lock/Suspend/Revoked		
•	maximum of 3 consecutive unsuccessful attempts	will allow	
•	Change Password		
•	every after ninety (90) days or as the need arises	will allow	
•	user-triggered	will allow	
•	Force Change Password		
•	upon initial log-in after creation of account/ resetting of password except for user-nominated password	will allow	
•	User Management		
•	Facility to create and maintain users	will allow	
•	Role-based user access	will allow	
•	Reportorial Requirements	will allow	
•	Audit Trail	will allow	

**IV. Hardware and System Requirements**

•	Hopper		
•	Input	50 cards	
•	Output	20 cards	
•	Reject tray (optional)	10 cards	
•	Communication Interface		
•	USB	will allow	
•	Ethernet TCP-IP Connection (Optional)	will allow	
•	Power Requirement		
•	220-250V	will allow	
•	Operating System		
•	Windows 7	will allow	
•	Higher version	will allow	

## Section VI. Schedule of Requirements

This procurement shall be subject to Ordering Agreement arrangement which will be implemented for a period of one (1) year, pursuant to the Revised Guidelines on the Use of Ordering Agreement under GPPB Resolution No. 01-2012 dated January 27, 2012.

The project sites shall be as per the Delivery Order Contract/s which will be issued by LANDBANK to the winning bidder.

Delivery of the Goods is required within **thirty (30) calendar days** upon receipt of the Delivery Order Contract.

Description	Projected Quantity	Unit
Supply, Delivery and Installation of Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware and Software Warranty <b>Plus Two (2) Years Software Maintenance</b> at Various LANDBANK Branches (Subject to Ordering Agreement)	44	Units

### Other Terms and Conditions:

1. LANDBANK and the winning supplier shall execute an Ordering Agreement (OA, Form No. 9) with a corresponding Ordering Agreement List (OAL, Form No. 10) indicating the unit prices of the Goods as awarded.
2. The duration of the Ordering Agreement shall be for one (1) year to commence upon execution of the said agreement.
3. The unit prices shall be fixed for the duration of the agreement, regardless of increase or decrease in the prevailing market price at the time of actual order/purchase.
4. Upon determination of the need for a particular kind/s of Goods subject of the OA, LANDBANK shall require the delivery of the same, in such quantity as required and for a fixed price in which it/they had been awarded, by executing a Delivery Order Contract (DOC, Form No. 11) in favor of the supplier, to obligate the latter to deliver or perform according to the terms and conditions stated in the OA and the DOC.
5. The projected quantity stated above is the maximum quantity of Goods which may be purchased by LANDBANK for this project. The quantities, however, may be re-allocated from one area to another depending on the actual need of LANDBANK. In case of reallocation, the corresponding Crating/Delivery/Handling/Shipping cost for the destination area shall be applied.
6. The winning bidder must affix a sticker/tag/label with company name and after-sales contact numbers or equivalent form of marking on each equipment.



7. All invoices, bills and/or delivery receipts shall indicate, among other information, the OA Number and the DOC Number.
8. Payment shall be based on actual deliveries accepted by LANDBANK, subject to the existing accounting and auditing rules and regulations.

**Conforme:**

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Name of Bidder

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Signature Over Printed Name of  
Authorized Representative/Signatory

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Position

## Section VII. Specifications

Bidders must state in the Statement of Compliance column below either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the goods and/or services offered. 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

Item Description	Specifications	Statement of Compliance <i>(Please state in this column either "Comply" or "Not comply")</i>
Supply, Delivery and Installation of Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware and Software Warranty Plus Two (2) Years Software Maintenance at Various LANDBANK Branches (Subject to Ordering Agreement)	Per Revised Annexes A-1 to A-5	

Other requirements:

- 1) Submission of the following documents inside the eligibility/technical envelope:
  - a. **Manufacturer's Authorization or back-to-back certification to prove that the bidder is an authorized seller/distributor of the offered product.**

- b. Brochures or any other documents indicating the complete specifications of the offered brand/model.
  - c. List of company-owned or accredited service centers in Metro Manila, Cebu and Davao (accredited technicians only are not acceptable) with complete addresses, contact persons and numbers.
  - d. List of bidder's or its Principal's consumables depot and service center in Metro Manila, Cebu and Davao with their respective addresses, contact persons and contact numbers.
  - e. List of parts center/depot in Metro Manila, Cebu and Davao with complete addresses, contact persons and numbers.
  - f. Names of trained technicians in Metro Manila, Cebu and Davao service centers with their resumes (at least 2 for each)
- 2) The lowest calculated bidder must submit a demo unit within seven (7) calendar days after the bidding date for evaluation/testing as to compliance with the bank's specifications. A demo unit of brands/models which had been previously evaluated/tested by LANDBANK may no longer be required.

**Conforme:**

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Name of Bidder

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Signature Over Printed Name of  
Authorized Representative/Signatory

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Position

**Bid Form (Form No. 1)**

Date: \_\_\_\_\_

Invitation to Bid No: 2016-3-068

To: LAND BANK OF THE PHILIPPINES  
LANDBANK Plaza Building  
1598 M.H. Del Pilar cor. Dr. J. Quintos Sts.  
Malate, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers \_\_\_\_\_ *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, delivery and install Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware and Software Warranty **Plus Two (2) Years Software Maintenance** at Various LANDBANK Branches (Subject to Ordering Agreement) in conformity with the said Bidding Documents for the sum of: \_\_\_\_\_

(total bid amount in words) and \_\_\_\_\_, (total bid amount in figures) (VAT inclusive) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Schedule of Prices (Form No. 2)**

**Schedule of Prices**

Name of Bidder \_\_\_\_\_ Invitation to Bid Number \_\_\_\_\_

1 Item No.	2 Description	3 Quantity	4 Unit Price	5 Total (col 3 x col 4)	6 Sales and Other Taxes (col 5 x tax rate)	7 Total Price (col 5 + col 6)
1	Supply, Delivery and Installation of Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware and Software Warranty <b>Plus Two (2) Years Software                      Maintenance</b> at Various LANDBANK Branches (Subject to Ordering Agreement)  Unit Cost Delivery cost to: a) Luzon Area b) Visayas Area c) Mindanao Area Total	44 Units  27 Units 7 Units 10 Units	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____

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

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

\_\_\_\_\_  
Position

**Bid Securing Declaration (Form No. 6)**

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

**BID SECURING DECLARATION**  
Invitation to Bid No. 2016-3-068

Supply, Delivery and Installation of Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware Software Warranty **Plus Two (2) Years Software Maintenance** at Various LANDBANK Branches (Subject to Ordering Agreement)

To: Land Bank of the Philippines  
LANDBANK Plaza Building  
1598 Dr. Quintos St. corner M. H. del Pilar St.  
Malate, Manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept: that (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of [month] [year] at [place of execution]

[Insert Name of Bidder's Authorized  
Representative]

[insert signatory's legal capacity]  
Affiant

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of [month] [year] at [place of execution], Philippines. 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 of 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].

NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_, [date issued], [place issued]

IBP No. \_\_\_\_\_, [date issued] [place issued]

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



## Ordering Agreement (Form No. 9)

O.A Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THIS ORDERING AGREEMENT for the Supply, Delivery and Installation of Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware and Software Warranty **Plus Two (2) Years Software Maintenance** at Various LANDBANK Branches made and executed by and between:

**LAND BANK OF THE PHILIPPINES**, 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 Signatory]**, [position/designation], [name of Department], hereinafter called the "Procuring Entity"

– and –

**[Name of Supplier]**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at [address of Supplier], represented in this act by **[Name of Authorized Signatory]**, (**Position of Authorized Signatory**) hereinafter called the "Supplier".

WHEREAS, Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, provides for the rules and regulations to govern situations where the procurement by a Government Financial Institution necessitates entering into ordering agreements for necessary and desirable goods that by its nature, use, or characteristic, the quantity and/or exact time of need could not be accurately predetermined;

WHEREAS, the Procuring Entity has to procure the Supply, Delivery and Installation of Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware and Software Warranty at Various LANDBANK Branches/Offices, the quantity and/or exact time of need could not be accurately predetermined;

WHEREAS, the various procurement/acquisition to be undertaken under this Agreement with subsequent issuance of Delivery Order Contract/s is/are included in the approved Annual Procurement Plan (APP) and duly funded under the Corporate Budget of the Procuring Entity;

WHEREAS, the Procuring Entity invited Bids, subject to Ordering Agreement arrangement pursuant to the Revised Guidelines on the Use of Ordering Agreement under GPPB Resolution No. 01-2012 dated January 27, 2012, for certain goods and ancillary services, viz., [name of procurement project] and has accepted a Bid by the Supplier subject to the hereunder terms and conditions.

NOW THIS AGREEMENT WITNESSETH 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 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Schedule of Prices submitted by the Supplier;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Procuring Entity's Notice of Award;
- (g) the Performance Security;
- (h) the Order Agreement List; and
- (i) the Delivery Order Contract/s.

3. As a consideration for the option granted by the Supplier to the Procuring Entity to buy the items in the Order Agreement List when the need arises, the Procuring Entity shall pay the Supplier the amount of **ONE PESO (Php1.00)**.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services described in the Delivery Order Contract/s and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Delivery Order Contract/s at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Ordering Agreement to be executed in accordance with the laws of the Republic of the Philippines on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 at the City of Manila.

**[Name of Supplier]**  
(Supplier)

**LAND BANK OF THE PHILIPPINES**  
(Procuring Entity)

By:

By:

**[Name of Authorized Signatory]**  
[Positon/Designation]

**[Name of Authorized Signatory]**  
[Positon/Designation, Name of Dept.]

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Name & Signature

\_\_\_\_\_  
Name & Signature

**Order Agreement List (Form No. 10)**

O.A.L Number: \_\_\_\_\_

Ordering Agreement No.: \_\_\_\_\_

Name of Supplier: \_\_\_\_\_

Name of Project: Supply, Delivery and Installation of Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware and Software Warranty **Plus Two (2) Years Software Maintenance** at Various LANDBANK Branches(Subject to Ordering Agreement)

Item No.	Description	Projected Quantity	Awarded Unit Price
1	Supply, Delivery and Installation of Forty Four (44) Units Thermal Card Printer with Three (3) Years Hardware and Software Warranty <b>Plus Two (2) Years Software Maintenance</b> at Various LANDBANK Branches (Subject to Ordering Agreement)		
	Unit Cost Delivery cost to: Luzon Area Visayas Area Mindanao Area Total	44 Units  27 Units 7 Units 10 Units	_____ _____ _____ _____

Notes:

1. Specifications of Goods and scope of work shall be as per Section VII. Specifications of the Bidding Documents.
3. Projected quantity is the maximum quantity allowed to be purchased by LANDBANK.

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

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Documents should be arranged as per this Checklist. Kindly provide folders or guides, dividers and ear tags with appropriate labels.

The **FIRST ENVELOPE** shall contain the following technical information/documents (Section 25.2):

1. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture (*Please use Form No. 8*)
2. Duly notarized Omnibus Sworn Statement (*Please use Form No. 7*)
3. Eligibility requirements (Section 23.1)

- **Legal Documents**

- a. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents
- b. Valid and current mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located
- c. Tax Clearance per Executive Order 398, Series of 3005, as finally reviewed and approved by the BIR

- **Technical / Financial Documents**

- d. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB (*Please use Form No. 3*). This form may no longer be submitted if bidder has no on-going contracts.
- e. Statement of the prospective bidder identifying its single largest completed contract similar to the contract to be bid, equivalent to at least fifty percent (50%) of the ABC supported with contract/purchase order, end-user's acceptance or official receipt(s) issued for the contract, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB (*Please use Form No. 4*)
- f. 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.

- g. The prospective bidder's computation for its Net Financial Contracting Capacity (*Please use Form No. 5*)
  - h. Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance.
  - i. **Manufacturer's Authorization or back-to-back certification to prove that the bidder is an authorized seller/distributor of the offered product.**
  - j. Brochures or any other documents indicating the complete specifications of the offered brand/model.
  - k. List of company-owned or accredited service centers in Metro Manila, Cebu and Davao (accredited technicians only are not acceptable) with complete addresses, contact persons and numbers.
  - l. List of bidder's or its Principal's consumables depot and service center in Metro Manila, Cebu and Davao with their respective addresses, contact persons and contact numbers.
  - m. List of parts center/depot in Metro Manila, Cebu and Davao with complete addresses, contact persons and numbers.
  - n. Names of trained technicians in Metro Manila, Cebu and Davao service centers with their resumes (at least 2 for each)
4. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet);
  5. **Revised Schedule VI - Schedule of Requirements with signature of bidder's authorized representative/signatory.**
  6. **Revised Section VII - Specifications with response on compliance and signature of bidder's authorized representative/signatory.**
  7. Post-Qualification Documents – (Non-submission of the following documents during the bidding date shall not be a ground for the disqualification of the bidder):
    - 7.a Business Tax Returns per Revenue Regulations 3-2005 (BIR No. 2550 Q) VAT or Percentage Tax Returns for 4<sup>th</sup> Quarter of 2015 and 1<sup>st</sup> Quarter of 2016;

7.b Valid and current PhilGEPS Registration Certificate; and

7.c Income Tax Return for 2015

**The SECOND ENVELOPE shall contain the following (Section 25.3):**

- 1. Duly filled out Bid Form signed by the bidder's authorized representative/signatory (*Please use Revised Form No.1*)**
- 2. Duly filled out Schedule of Prices signed by the bidder's authorized representative/signatory (*Please use Revised Form No.2*)**