

**SUPPLEMENTAL/BID BULLETIN NO. 2
For LBP-HOBAC-ITB-GS-20190712-01**

PROJECT : One (1) Lot Supply and Delivery of 350 Sets 2.0 KVA and 150 Sets 6.0 KVA Uninterruptible Power Supply at Various LANDBANK Field Units and Offsite ATMs

IMPLEMENTOR : Procurement Department

DATE : September 16, 2019

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:

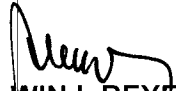
- 1) The Terms of Reference (Annex A), Item C.11 (Language of Bid) of Section II (Instruction to Bidders), ITB Clause 5.4 of Section III (Bid Data Sheet), GCC Clauses 10.3 & 17.3 of Section V (Special Conditions of Contract), Section VII (Specifications), Omnibus Sworn Statement (Form No. 6), Bid Securing Declaration (Form No. 8), and the Checklist of the Bidding Documents (Item Nos. 2, 5, 6, 8 & 14 of the Eligibility and Technical Components) have been revised. Please see attached revised Annexes A-1 to A-5 and specified sections of the Bidding Documents.
- 2) The deadline of submission and the schedule of opening of eligibility/technical and financial documents/proposals for the above project is re-scheduled to **September 27, 2019, 11:00 A.M.** at the Procurement Department, 25th Floor, LANDBANK Plaza Building, 1598 M. H. Del Pilar corner Dr. Quintos Streets, Malate, Manila.

3) Bidder's Queries/Clarifications	LANDBANK Responses
1) For 6 KVA: <ol style="list-style-type: none"> a. Since the back-up time is three (3) minutes (minimum), is it necessary that the battery would be external? b. Is it necessary to have an isolation transformer, internal or external? c. Can the bidder offer built-in isolation transformer and batteries supplied to BPO, medical client and different industries? 	<ul style="list-style-type: none"> • Yes. As stated in the technical specification, batteries shall be in a factory-fabricated battery cabinet with battery support, fixed plates and caster wheels. • Yes. Isolation transformer is required for 6.0 KVA units only and can either be internal or external. • Isolation transformer can either be internal or external, however, batteries are external only with battery cabinet. Also, per Item No. E.4 of the TOR, the

2) Is it okay to attach the expired PhilGEPS Certificate during bid opening, together with supporting documents, as proof that the renewal is ongoing?

the prospective bidder must submit a list of at least two (2) existing clients, one (1) of which is a Bank, with at least ten (10) units of 2 KVA to 6 KVA supplied/installed onsite.

- Yes. However, the required eligibility documents (i.e SEC/DTI Registration Certificate, valid and current Mayor's/ Business Permit, and Tax Clearance) must be submitted in the Technical Proposal. Also, an updated PhilGEPS Certificate of Registration under Platinum Category must be submitted as part of post-qualification requirements within the non-extendible period of five (5) calendar days after receipt of Notice of Post-Qualification.


ALWIN I. REYES, CSSP
Assistant Vice/President
Head, Procurement Department and
HOBAC Secretariat

calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bid

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it

must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered into force for that State.

A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under "Competent Authorities".

The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents:

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

Bid Data Sheet

ITB Clause										
1.1	<p>The Procuring Entity is LAND BANK OF THE PHILIPPINES (LANDBANK).</p> <p>The name of the Contract is Supply and Delivery of 350 Sets 2.0 KVA & 150 Sets 6.0 KVA Uninterruptible Power Supply for LANDBANK Field Units and Offsite ATMs</p> <p>The identification number of the Contract is LBP-HOBAC-ITB-GS-20190712-01.</p>									
1.2	<p>The lots and references are:</p> <p>Supply and Delivery of 350 Sets 2.0 KVA & 150 Sets 6.0 KVA Uninterruptible Power Supply for LANDBANK Field Units and Offsite ATMs</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 10%;">Lot No.</th> <th>Item Description</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>350 Sets 2.0 KVA Uninterruptible Power Supply</td> </tr> <tr> <td style="text-align: center;">2</td> <td>150 Sets 6.0 KVA Uninterruptible Power Supply</td> </tr> </tbody> </table> <p>The identification number of the Contract is LBP-HOBAC-ITB-GS-20190712-01.</p>	Lot No.	Item Description	1	350 Sets 2.0 KVA Uninterruptible Power Supply	2	150 Sets 6.0 KVA Uninterruptible Power Supply			
Lot No.	Item Description									
1	350 Sets 2.0 KVA Uninterruptible Power Supply									
2	150 Sets 6.0 KVA Uninterruptible Power Supply									
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the Corporate Budget for the contract approved by the LANDBANK Board of Directors for 2019 in the total amount of Twenty One Million Fifty Thousand Pesos Only (P21,050,000.00), broken down as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 10%;">Lot No.</th> <th style="width: 60%;">Item Description</th> <th style="width: 30%;">Approved Budget for the Contract (ABC)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>350 Sets 2.0 KVA Uninterruptible Power Supply</td> <td style="text-align: right;">P9,800,000.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>150 Sets 6.0 KVA Uninterruptible Power Supply</td> <td style="text-align: right;">P11,250,000.00</td> </tr> </tbody> </table> <p>The name of the Project is Supply, Delivery and Installation of 2.0 KVA & 6.0 KVA Uninterruptible Power Supply for LANDBANK Field Units and Offsite ATMs.</p>	Lot No.	Item Description	Approved Budget for the Contract (ABC)	1	350 Sets 2.0 KVA Uninterruptible Power Supply	P9,800,000.00	2	150 Sets 6.0 KVA Uninterruptible Power Supply	P11,250,000.00
Lot No.	Item Description	Approved Budget for the Contract (ABC)								
1	350 Sets 2.0 KVA Uninterruptible Power Supply	P9,800,000.00								
2	150 Sets 6.0 KVA Uninterruptible Power Supply	P11,250,000.00								
3.1	No further instructions.									

5.1	No further instructions.
5.2	Foreign bidders, falling under ITB Clause 5.2 (b) and/or doing business in the Philippines may participate in this Project provided they meet the requirements under Section 23.4 1.2 of the Revised IRR of RA 9184.
5.4	<p>In view of the determination by LANDBANK that the imposition of the provisions of Section 23.4.1.3 of the IRR of RA 9184 will likely result to failure of bidding, the Bidders should comply with the following requirements:</p> <p>a) Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; and</p> <p>b) The largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the percentage of the ABC as required above.</p> <p>For this purpose, similar contracts shall refer to contracts involving supply and delivery of uninterruptible power supply.</p> <p>Bidders must submit proof of their respective Single Largest Completed Contract. Proofs shall be:</p> <ul style="list-style-type: none"> • Copy of the contract or purchase order; or • Copy of official receipt/collection receipt or Certificate of Satisfactory Performance from bidder's client.
7	No further instructions.
8.1	As a general rule, subcontracting is not allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on _____ at Bidding Room, 25 th Floor, LANDBANK Plaza Building, 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila.
10.1	<p>The Procuring Entity's address is:</p> <p>Land Bank of the Philippines 25th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila www.landbank.com</p> <p>Contact person :</p> <p>Mr. Alwin I. Reyes, CSSP Assistant Vice President Head, Procurement Department</p>

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is LAND BANK OF THE PHILIPPINES (LANDBANK).
1.1(i)	The Supplier is _____.
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through LANDBANK's Corporate Budget for the contract approved by the LANDBANK Board of Directors for 2019 in the total amount of Twenty One Million Fifty Thousand Pesos Only (P21,050,000.00).
1.1(k)	The Project Site is indicated in Section VI, Schedule of Requirements
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p style="padding-left: 40px;">Procurement Department Land Bank of the Philippines 25th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila Telephone (+632) 522-0000 or 5512200 local 7370 Fax (02) 528-8587 Email lbphobac@mail.landbank.com</p> <p>The Supplier's address for Notices is:</p> <p>_____</p>
6.2	<p>Delivery and Documents –</p> <p>The delivery terms applicable to this Contract are delivered to LANDBANK Antipolo Warehouse as per Purchase Order/Contract. 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 Section VI. Schedule of Requirements.</p> <p>Upon the delivery of the Goods to LANDBANK Antipolo Warehouse, the Supplier shall notify LANDBANK Procurement Department and present the following</p>

documents :

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (iii) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (iv) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and

For purposes of this Clause the LANDBANK's Representative at the Project Site shall be the Head of Project Management and Engineering Department where the Goods are to be delivered and/or installed.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, in addition to those specified in 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, during the warranty period; and
- (e) training of the LANDBANK's personnel, on-site, in 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.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during

	<p>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.</p> <p>Transportation –</p> <p>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.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit. Risk and title to the Goods will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</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>
10.3	<p>Payment shall be through direct credit to the winning bidder's deposit account with LANDBANK. The winning bidder's are required to maintain a deposit account with LANDBANK's Cash Department or any of its Branches.</p>
10.4	<p>Not applicable.</p>
10.5	<p>Payment using LC is not allowed.</p>
11.3	<p>Maintain the GCC Clause.</p>
13.4(c)	<p>Expiration of performance security should be six (6) months after the last date of delivery/end of contract for staggered deliveries, multi-year contracts and for contracts with adjustment in implementation date, whichever is applicable. In any case, the winning bidder shall cause the extension of the validity of its performance security at no cost to LANDBANK.</p>

16.1		The Goods may be inspected by the LANDBANK's authorized representatives at the supplier's showroom/ plant/production area and/or in the project site.
17.3		<p>Workmanship and Unit</p> <ul style="list-style-type: none">▪ Three (3) years warranty against factory/manufacturing defects on equipment, components and parts supplied and against faulty workmanship to commence upon final turn-over and acceptance of supplied goods <p>Battery</p> <ul style="list-style-type: none">▪ Two (2) years warranty against factory/manufacturing defects on equipment, components and parts supplied to commence upon final turn-over and acceptance of supplied goods <p>The supplier shall post a warranty security in the form of either retention money in an amount equivalent to at least three percent (3%) of every progress payment, or a special bank guarantee equivalent to at least three percent (3%) of the total Contract Price</p> <p>The warranty security fee shall be released after one (1) year from the acceptance of the delivered items, provided, the goods supplied are free from patent and latent defects and all the conditions imposed under the contract has been fully met.</p>
17.4		No further instructions.
21.1		If the bidder is a joint venture, all partners to the joint venture shall be jointly and severally liable to the procuring entity.

Specifications

Lot No.	Specification	Statement of Compliance
1 2	<p>Supply and Delivery of 350 sets 2.0 KVA & 150 sets 6.0 KVA Uninterruptible Power Supply at LANDBANK Field Units and Offsite ATMs:</p> <p>2.0 KVA, Single Phase, 60 Hz, 240VAC 6.0 KVA, Single Phase, 60 Hz, 240 VAC</p> <ul style="list-style-type: none"> Minimum specifications, proposed floor plans and working drawings per attached Revised Terms of Reference per Annexes A-1 to A-9. 	<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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii)</p> <p>Please state here either "Comply" or "Not Comply"</p>

- For current and past suppliers of uninterruptible power supply for LANDBANK, they must have no delay in the implementation of their ongoing contracts as of the date of opening of bids and must have satisfactory performance in their completed contracts **starting August 2014.**
- The following documents shall be submitted inside the First Envelope:
 - a) Copy of purchase orders, contracts or other related documents to prove that the prospective UPS contractor has more than three (3) years experience in the sales, repair and support of UPS.
 - b) List of at least two (2) large institutional clients using the brand being offered by the prospective UPS contractor (with addresses, contact persons and telephone numbers).
 - c) Certificate of Satisfactory Performance/No Delayed Projects issued by the Head, Facilities Management Department not earlier than 30 calendar days prior to the deadline of submission of bid (applicable only for the current and past suppliers of uninterruptible power supply for LANDBANK). The certificate shall still be subject to verification during post-qualification bid.

Note: Certificate of Satisfactory Performance/No Delayed Projects shall be requested from Mr. Renz Marion Romero of FMD at 24th Floor, LANDBANK Plaza Building, at least five (5) working days prior to the submission of bid.
 - d) List of at least two (2) existing clients, 1 of which is a Bank, with at least 10 units of 1KVA – 6KVA supplied/installed onsite.
 - e) List of at least three (3) highly trained technicians with their respective bio-data and training certificates issued by the manufacturer of offered product.
 - f) List of at least one (1) service center in key cities of the country (with complete addresses and contact numbers), viz;

> NCR

	<ul style="list-style-type: none">> Key City in North and Central Luzon> Key City in South Luzon and Bicol> Key City in Visayas> Key City in Mindanao <p>g) Manufacturer's Authorization or back-to-back certification to prove that the bidder is an authorized seller/distributor of the offered product and/or other supporting documents to satisfy the said requirement.</p> <p>h) The specifications of the demo unit at the official brochure of the offered brand/model shall be verifiable from the manufacturer's website. Demo units will no longer be required for products that passed the evaluation, however, if a different model or brand is being offered, a demo unit shall be presented for evaluation.</p> <p>i) Print-out of the Homepage of manufacturer's website showing the URL (web address).</p> <p>j) Bureau of Product Standards (PS), Underwriters Laboratories (UL), European Conformity (CE) or ISO certifications, whichever is available.</p> <p>The winning supplier is required to affix a sticker/tag/label with company name and after-sales contact numbers or equivalent form of marking on the UPS.</p>	
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Conforme:

Name of Bidder

Signature Over Printed Name of
Authorized Representative

Position

Form No. 6

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, 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 [Name of Bidder] with office address at [address of Bidder];

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have 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 [Name of the Project] of 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 [Name of the Project] of the 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. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines 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;

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

6. Select one, delete the rest:

If a sole proprietorship: The owner or sole proprietor not related, 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) 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;

If a partnership or cooperative: None of the officers, members, of [Name of Bidder] are related 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) 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;'

If a corporation or joint venture: None of the officers, directors, controlling stockholders of [Name of Bidder] are related, 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) 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. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available & needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or 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.

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

Bidder's Representative/Authorized Signatory

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 _____.

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

Form No. 8

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
x-----x

BID SECURING DECLARATION

Invitation to Bid No. **LBP-HOBAC-ITB-GS-20190712-01**

To: Land Bank of the Philippines
LANDBANK Plaza Building
1. 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 R.A. 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 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 _____

Checklist of Bidding Documents for Procurement of Goods and Services

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

First Envelope - Eligibility and Technical Components

- **The First Envelope shall contain the following:**

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

Legal Eligibility Documents

1. PhilGEPS Certificate of Registration under Platinum Membership (all documents enumerated in its Annex A must be updated); or all of the following:
 - 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;
 - Valid and current mayor's/business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or equivalent document for Exclusive Economic Zones or Areas; and
 - Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

Technical Eligibility Documents

2. Duly notarized **Revised Omnibus Sworn Statement** (sample form - Form No.6)
3. 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 (sample form - Form No. 7).
4. 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).

5. **Statement of the prospective bidder identifying its single largest completed contract similar to the contract to be bid, the aggregate amount of at least two (2) similar contracts should be equivalent to at least fifty percent (50%) of the ABC and the largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC as required above 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 sample form (Form No. 4).**
6. **Bid security in the prescribed form, amount and validity period (TB Clause 18.1 of the Bid Data Sheet).**
7. Section VI - Schedule of Requirements with signature of bidder's authorized representative.
8. **Revised Section VII - Specifications with response on compliance and signature of bidder's authorized representative.**

Financial Eligibility Documents

9. 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.
10. 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.

○ **Eligibility Documents – Class "B"**

11. 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.

○ **Technical Documents**

12. Copy of purchase orders, contracts or other related documents to prove that the prospective UPS supplier has more than three (3) years experience in the sales, repair and support of UPS.
13. List of at least two (2) large institutional clients using the brand being offered by the prospective UPS contractor with addresses, contact persons and telephone numbers.
14. Certificate of Satisfactory Performance/No Delayed Project issued by the Head, Project Management and Engineering Department not earlier than 30 calendar days prior to the deadline of submission of bid (applicable only for current and past suppliers of uninterruptible power supply for LANDBANK **starting August 2014**). The Certificate shall still be subject to verification during the post-qualification bid.

Note: Certificate of Satisfactory Performance/No Delayed Project shall be requested from Mr. Renz Marion Romero of PMED at 24th Floor, LANDBANK Plaza Building, at least five (5) working days prior to the submission of bid.
15. List of at least two (2) existing clients, 1 which is a Bank with at least 10 units of 1KVA – 6KVA UPS supplied/installed onsite
16. List of at least three (3) highly-trained technicians with their respective bio-data and training certificates issued by the manufacturer of offered product.
17. List of at least one (1) service center in key cities of the country (with complete addresses and contact numbers), viz:
 - > NCR
 - > Key City in North and Central Luzon
 - > Key City in South Luzon and Bicol
 - > Key City in Visayas
18. Manufacturer's Authorization or back-to-back certification to prove that the bidder is an authorized seller/distributor of the offered product and/or other supporting documents to satisfy the said requirement.
19. The specifications of the demo unit and the official brochure of the offered brand/model which should be verifiable from the manufacturer's website. Demo units will no longer be required for products that had previously passed the evaluation, however, if a different model or brand is being offered, a demo unit shall be presented for evaluation.
20. Print-out of the Homepage of manufacturer's website showing the URL (web address).
21. Bureau of Product Standards (PS), Underwriters Laboratories (UL), European Conformity (CE) or ISO certifications, whichever is available.

- **Post-Qualification Documents – [The bidder may submit the following documents within five (5) calendar days after receipt of Notice of Post-Qualification]:**

22. 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.
23. Income Tax Return for 2018 filed manually or through EFPS.

Second Envelope – Financial Component

- **The Second Envelope shall contain the following:**

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)

List of LANDBANK Officers, Employees and Consultant(s)

A. Board of Directors

Ex-Officio Chairman: Sec. Carlos G. Dominguez, Department of Finance
 Vice Chairperson: Ms. Cecilia C. Borromeo, President and CEO
 Members:
 Sec. William D. Dar, Department of Agriculture
 Sec. Silvestre H. Bello III, Department of Labor and Employment
 Sec. John R. Castriciones, Department of Agrarian Reform
 Mr. Virgilio DV. Robes, Representative - Agrarian Reform Beneficiaries Sector
 Mr. Jaime L. Miralles, Representative - Agrarian Reform Beneficiaries Sector
 Mr. Jesus V. Hinlo, Jr., Representative - Private Sector
 Ms. Nancy I. Tanjuatco, Representative - Private Sector

B. President and CEO: Ms. Cecilia C. Borromeo**C. Bids and Awards Committee (HOBAC)**

Chairman: Mr. Alex A. Lorayes, Senior Vice President – Agrarian Services Group
 Vice Chairman: Ms. Ma. Elizabeth L. Gener, First Vice President – Financial Management Group
 Regular Members:
 Ms. Elenita C. Rapanut, Vice President – Branch Banking Services Department
 Mr. Reynaldo C. Capa, Vice President – Branch Services Group
 Mr. Emmanuel G. Hio, Jr., Vice President – Organizational Development Department
 Mr. Esperanza N. Martinez, Vice President – Public Sector Department
 Ms. Dina Melanie R. Madrid, Vice President – Facilities and Procurement Services Group
 Provisional Member: Atty. Joseph Dennis C. Castro, Legal Manager - Legal Services Group

D. Technical Working Group

Chairman:
 Vice Chairman:
 Members:

E. Procurement Department

Head: Mr. Alwin I. Reyes, Assistant Vice President
 Officers and Staff:
 Ms. Ma. Victoria C. Viray, Assistant Dept. Manager - Purchasing Administration Unit
 Ms. Rosemarie S.J. Miranda, Assistant Dept. Manager - Contracts Administration Unit
 Engr. Elmer M. Abuzo, Assistant Dept. Manager
 Ms. Remedios S. Lacaden, Senior Management Associate
 Ms. Helen S. Purificacion, Chief of Division
 Ms. Kristi Ann P. Rutab, Chief of Division
 Ms. Leonor F. Santos, Assistant Chief of Division
 Mr. Joel R. Perez, Assistant Chief of Division
 Mr. Ruel V. Marca, Procurement Specialist II
 Mr. Rosalino V. Cruz, Procurement Specialist II
 Ms. Ruby S. Cortez, ASO V
 Mr. Rommel C. Pascua, ASO V
 Mr. Nestor C. Pineda, Procurement Specialist I
 Ms. Lubelle B. Lumabas, Procurement Specialist I
 Ms. Maribel J. Paredes, Procurement Specialist I
 Ms. Nadia G. Iletto, Procurement Analyst
 Ms. Clarissa M. Piogo, Procurement Analyst

TERMS OF REFERENCE

A. Name and Description of the Project:

Bulk Purchase of the following Uninterruptible Power Supply (UPS):

- One Hundred Fifty (150) units – 6.0KVA UPS
- Three Hundred Fifty (350) units – 2.0KVA UPS

B. Objective of the Project:

1. To provide continuous Banking and Offsite ATM operations during power failure
2. To protect various computers, office equipment and ATM units

C. Scope of the Project and Delivery Time/Completion:

1. Supply and delivery	<ul style="list-style-type: none"> • Supply and installation of 150 units of 6.0 KVA UPS • Supply only of 350 units of 2.0 KVA UPS • Delivery of the said units at LANDBANK Antipolo Warehouse • Installation of 6.0 KVA UPS at the designated sites 		
2. Delivery Period	Sixty (60) calendar days upon receipt of Notice to Proceed (NTP) at LANDBANK Antipolo Warehouse		
3. Documentary Requirements			
Document	Description	Due Date of Submission	
a. Warranty Certificate	Warranty Certificate with inclusive date	Upon Completion	
b. Manuals	Operation and Preventive Maintenance Manual	Upon Completion	
4. Warranty			
a. Workmanship and Unit	Three (3) year warranty against factory/manufacturing defects on equipment, components and parts supplied and against faulty workmanship to commence upon receipt of final turn-over and acceptance documents.		
b. Battery	<p>Two (2) years warranty against factory/manufacturing defects on equipment, components and parts supplied to commence upon receipt of final turn-over and acceptance documents.</p> <ul style="list-style-type: none"> • All equipment, parts and components found defective during and within the warranty period shall be immediately replaced without additional cost to the bank. • Within the warranty period, a service unit must be provided if the installed UPS will be pulled out for repair/check-up. 		

D. Technical and Other Requirements:

1. 6.0 KVA UPS

Particulars		Unit	LANDBANK Technical Specification
Capacity		VA(S)/W(P)	6000/5400
INPUT	Voltage Range	V	110 - 276
	Frequency Range	Hz	40 to 70
	Phase		Single
	Power Factor		0.9
	Wires		2 P + G Royal Cord (3 meters)
OUTPUT	Voltage	V	220/240
	Voltage regulation		2% max
	Frequency (Synchronized Range) Wires	Hz	40 to 70 2 P + G Royal Cord (3 meters)
BATTERY	Type		Lead Acid Battery, Maintenance Free
	No. of Batteries		16 - 20
	Voltage		12 Vdc
	Backup Time		5 mins at full load, min
	Recharge Time		8 hrs charge to 90% Factory fabricated battery cabinet with battery support, fixed plates and caster wheels
INDICATOR	LED/LCD		Load Level, Battery Level, I/O Voltage, Bypass mode information, Voltage, Current, Frequency, Temperature & fault code
PROTECTION			Short Circuit Protection Over and Under Voltage Protection Surge Protection Over Temperature Protection
ALARM	Battery Mode Low Battery Fault Overload		Sounding every 4 second Sounding every second Sounding every second Sounding every second/shut downs automatically
ADDITIONAL REQUIREMENTS	Technology Noise Level RS-232/USB Isolation Transformer Rack Simple Network Management Protocol (SNMP) Maintenance Bypass Switch		Advance N+1 redundancy ready/ Advance N+X redundancy ready 55 dB @ 1 meter (max) Windows Family, Linux, Mac, Unix, IBM Aix Internal/External with 4 pcs caster wheels Ready only. Breaker Type/Rotary Switch

2. 2.0 KVA UPS

Topology		On-Line Double Conversion
Input	DISPLAY	LCD Display
	CAPACITY	2000 VA / 1600 Watts
	VOLTAGE	220V/ 230 V
	VOLTAGE WINDOW	110 VAC to 300 VAC
	FREQUENCY	60 Hz
	FREQUENCY WINDOW	+ / - 5 Hz
Output	POWER FACTOR	0.80
	VOLTAGE (ON BATTERY)	220 V
	VOLTAGE REGULATION	+ / - 2 %
	TRANSFER TIME	0
	WAVEFORM	Pure Sine Wave
	Battery Type	7.0 Ah, min
Battery (Internal)	Back-up time	7 mins at full load, min
	Recharge Time	8 hrs charge to 90%
Others	Centralized Network Monitoring Tool with SNMP READY only	
Protection	<ol style="list-style-type: none"> 1. Fuse/ Breaker for Overload and Short Circuit Protection 2. UPS output cutoff immediately when SHORT CIRCUIT occurs 3. Over voltage protection 4. Under voltage protection 5. Surge / Spike protection 	

3. Other Requirements:

- a. All works shall conform to the provisions (latest edition) of the Philippine Electrical Codes and other applicable laws and regulations;
- b. In line with the Bank's Environmental Management System (EMS) program and being an ISO 14001 certified institution, the winning contractor/supplier are required to use appropriate equipment, hand tools and personal protective gears and equipment during the installation;
- c. The UPS contractor should coordinate his works closely with the works of other trades concerned;
- d. The UPS contractor shall exercise extreme caution and be responsible in the hauling/transfer of the equipment to prevent damage to the delivery site. The corresponding cost to repair or replace the office equipment, facilities including parts and components damaged or lost by the UPS contractor or its workers during the course of the project shall be deductible/chargeable to the UPS contractor;
- e. The UPS contractor shall be liable for any harm, damage or injury that may be sustained or suffered by its own crew/workers while in the performance of their duties/job under this project;
- f. The UPS contractor shall be held directly responsible for any injury to person and/or damage to Bank's property arising from the act, whether partial,

contributory, or due entirely to the fault, negligence and/or dishonesty of the contractor's personnel in the course of their duties;

- g. LBP-PMED will conduct inspection and load testing of the UPS at the contractor's warehouse for **6.0kVA Units and at PMED for 2.0kVA units prior to delivery at site;**
- h. Response time for all service calls (repair and/or maintenance works) shall be made by the UPS contractor within 24 hours upon receipt of telephone report of the Branch Head or its authorized representative/s; For Field units and remote sites, the supplier shall give feedback to End-user thru email or telephone call;

E. Qualification and Documentary Requirements:


Qualification Requirement	Documentary Requirement
1. Prospective UPS contractor must have more than 3 years of experience in the sales, repair and support of UPS.	Submission of related documents (e.g. previous Purchase Orders, Contracts, etc.)
2. The UPS contractor shall provide Satisfactory Service to its customers	<ul style="list-style-type: none"> a. List of at least two (2) large institutional clients (e.g. fast-foods, BPO's, hospitals, funeral parlor, Banks and government offices) with addresses, contact persons and telephone numbers including Certificate of Satisfactory Performance using the brand being offered by the prospective UPS contractor for 5 years (with minimum of 10 units of 2kVA – 6kVA supplied/installed onsite) b. For current and past suppliers of LANDBANK, Certificate of Satisfactory Performance/No Delayed Projects issued by the Head, Project Management and Engineering Department (PMED) not earlier than 30 calendar days prior to the deadline of submission of bid
3. The UPS contractor shall have the following mandatory requirement: <ul style="list-style-type: none"> a. In-house electrical and mechanical shop; b. In-house load bank (from 1kw to 20 kw); c. 24 hours service crew for emergency repair 	Certification that the prospective UPS contractor has said requirements.
4. The UPS contractor shall have experience in the installation and maintenance of UPS	List of at least 2 existing clients, 1 of which is a Bank, with at least 10 units of 2kVA - 6KVA supplied/installed onsite (with contact person and numbers)

5. The UPS contractor shall have highly trained technicians who are its regular employees	List of at least 3 highly trained technicians with their respective bio-data and training certificate issued by the manufacturer of offered product
6. List of quoted brand/model shall have authorized service centers in all key cities in the Philippines a. NCR; b. Key city in North and Central Luzon; c. Key city in South Luzon and Bicol; d. Key city in Visayas; and e. Key city in Mindanao	List of at least one (1) service center (with complete address and contact numbers).
7. The UPS contractor must be an authorized distributor of the offered product	Manufacturer's Authorization or Back-to-Back Certification
8. The offered product must have brochures showing the product complete specifications and demo unit	Official brochure of the offered brand/model shall be verifiable from the manufacturer's website. Demo units will no longer be required for bidders who had previously passed the post qualification, however, if a different model or brand is being offered, a post qualification is required.
9. The specifications of the offered product shall be verifiable from the website of the manufacturer	Print-out of the Homepage of manufacturer's website showing the URL (web address)
10. The offered product or its manufacturer must be authorized and certified by the approving/governing body	Bureau of Product Standards (PS), Underwriters Laboratories (UL), European Conformity (CE) or ISO certifications, whichever is available

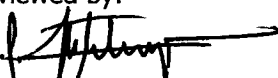
F. Payment Terms:

1. Request for payment for every completed project/installation shall be entertained after the final turn-over and acceptance of the project and upon submission of complete billing documents required by the Procurement Department;
2. Partial payment is allowed based on completed project.

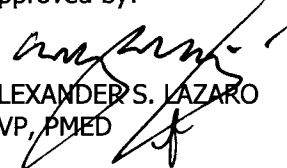
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