

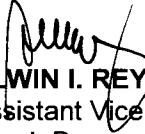
SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-HOBAC-ITB-GS-20190318-02

PROJECT : **258 Units Laptop Computer (High-End, Touchscreen)**
IMPLEMENTOR : **Procurement Department**
DATE : **April 11, 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:

- The technical specifications (Annex A), GCC Clause 17.3 of the Special Conditions of Contract, Sections IV.17.3 of the General Conditions of the Contract, VII (Specifications) and Checklist of the Bidding Documents (Item No. 8) have been revised. Please see attached revised Annexes A-1 to A-2 and specified sections of the Bidding Documents.



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

including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least **one percent (1%)** of every progress payment, or a special bank guarantee equivalent to at least **one percent (1%)** of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

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)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through LANDBANK's Corporate Budget for the contract approved by the Board of Directors for 2019 in the total amount Twenty Million Six Hundred Forty Thousand Pesos Only (PhP 20,640,000.00).</p>
1.1(k)	The Project Site is indicated in Section VI, Schedule of Requirements.
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>
6.2	<p>Delivery and Documents –</p> <p>The delivery terms applicable to this Contract are delivered to <i>LANDBANK Plaza Bldg., 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila, Philippines</i>. 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 <i>LANDBANK Plaza Bldg., 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila, Philippines</i>, the Supplier shall notify LANDBANK Procurement Department and present the following documents:</p>

- (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, Systems Implementation Department* 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 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

	<p>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>
10.0	Payment shall be through direct credit to the bidder's deposit account with LANDBANK. Bidders are required to maintain a deposit account with LANDBANK's Cash Department or any of its Branches.
13.4(c)	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.
16.1	The Goods may be inspected by the LANDBANK's authorized representatives at the bidder's showroom/ plant/production area and/or in the project site.
17.3	<p>Three (3) years warranty on parts and labor, and three (3) years on battery cell.</p> <p>Warranty security shall either be in the form of retention money equivalent to at least three percent (3%) of every progress payment or special bank guarantee equivalent to at least three percent (3%) of the total contract price.</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

<p align="center">Specifications</p>	<p align="center">Statement of Compliance</p> <p align="center">Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each specification.</p> <p>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid. 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 align="center">258 Units Laptop Computer (High-End, Touchscreen)</p> <p>Minimum specifications and other requirements per attached Revised Annexes A-1 and A-2.</p> <p>The following documents shall be submitted inside the <u>First Envelope</u>:</p> <ul style="list-style-type: none"> ▪ Brochures or other official documents coming from the manufacturer indicating the complete specifications of the offered product/brand. ▪ Manufacturer’s authorization or back-to-back certification stating that the bidder is an authorized dealer of the product/brand being offered. ▪ List of service centers in Manila, Cebu and Davao with complete addresses, contact persons and numbers. 	<p align="center">Please state here either “Comply” or “Not Comply”</p>

<ul style="list-style-type: none">▪ For current suppliers of LANDBANK, Certificate of Satisfactory Performance (for completed contracts) or Certificate of No Delayed Projects (for ongoing contracts) issued by the Head, LANDBANK Systems Implementation Department not earlier than 30 calendar days prior to the deadline of submission of bid. <p>Non-submission of the above mentioned documents may result in bidder's post-disqualification.</p> <p>The winning bidder must affix a sticker/tag/label with company name and after sales contact number(s) or equivalent form of marking on each of the equipment.</p>	
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Conforme:

Name of Bidder

Signature Over Printed Name of
Authorized Representative

Position

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 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, 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 sample form (Form No. 4).

6. Bid security in the prescribed form, amount and validity period (ITB 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.

o 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.

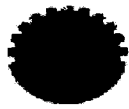
o Technical Requirements/Documents

12. Brochures or other official documents coming from the manufacturer indicating the complete specifications of the offered product/brand.

13. Manufacturer's authorization or back-to-back certification stating that the bidder is an authorized dealer of the product/brand being offered.
 14. List of service centers in Manila, Cebu and Davao with complete addresses, contact persons and numbers.
 15. For current suppliers of LANDBANK, Certificate of Satisfactory Performance (for completed contracts) or Certificate of No Delayed Projects (for ongoing contracts) issued by the Head, LANDBANK Systems Implementation Department not earlier than 30 calendar days prior to the deadline of submission of bid.
- **Post-Qualification Documents – (Non-submission of the following documents may result in bidder's post-disqualification):**
16. 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.
 17. Income Tax Return for 2017 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 Revised Schedule of Prices signed by the bidder's authorized representative (sample form - Form No.2)



LAND BANK OF THE PHILIPPINES

TECHNICAL SPECIFICATIONS

Equipment: Laptop Computer (DOBS) (High End - Touchscreen)	Code:
Date Prepared: April 5, 2019	<i>TS-0402-01D</i>

Processor	Intel Core i7 7500u Processor (2.7GHz, up to 3.5GHz)
Cache	4MB Smart Cache or higher
Memory	16GB or better
Memory Type	DDR4 SDRAM or better
Hard Disk	512GB SSD or better
Optical Drive	External DVD Drive
Display	12.5-inch FHD (1920x1080) Touchscreen, Anti-Glare (16:9 aspect ratio), LED Backlight, with Multi Gesture
Graphics	Intel HD Graphics 620 or better
Pointing Device	Backlit Tiled Keyboard with SecurePad or equivalent, Multi Touch with dedicated active electrostatic pen included
Security	Easy Guard Technology or equivalent, Trusted Platform Module 2.0, Touch-Style Fingerprint sensor, Cable Lock port
Interfaces	USB 3.0, USB Type-C (Supporting Power Delivery, Display, and Thunderbolt 3) Headphone/Microphone combo, USB Type-C adaptor to HDMI
Audio / Multimedia	Harman/Kardon/JBL/Bang & Olufsen Stereo speaker
Camera	HD720p Web Camera with Dual Array Microphone
Communications	Intel Dual Band Wireless-AC 8265 or equivalent, Bluetooth
Network	Integrated Intel Gigabit 100/1000 Mbps or provide adapter
Operating System	Windows 10 Pro (64-bit) English
Anti-Virus	AV System with Latest Edition (1 Year) (e.g. Norton, Symantec, Trend Micro, Sophos, nod32, Kaspersky, McAfee)
Battery	At least 44 WHr Li-Ion Polymer or Up to 16 Hours battery life
Weight	1.4kg or lighter
Others	Kensington Lock or equivalent

	3 years on battery cell
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Additional Requirement:
a. Laptop being offered must belong to Top 5 Laptop Computers based in latest IDC Report or the United States Patent Trademark Office, verifiable through web
b. Vendor must provide Manufacturer's Authorization Certificate
c. Vendor or Principal must have Service Centers in key major cities (Manila, Cebu, Davao)
d. With carrying case (bag/sleeve)

Prepared by:

Recommended by:

Approved by:


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