



**SUPPLEMENTAL/BID BULLETIN NO. 1**  
**For LBP-HOBAC-ITB-GS-20200120-01**

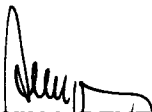
**PROJECT** : **Supply and Delivery of 33,800 Pieces DVD Rewritable**  
**IMPLEMENTOR** : **Procurement Department**  
**DATE** : **February 21, 2020**

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

Modifications, amendments and/or clarifications:

- 1) Clause 10.3 of Section V (Special Conditions of Contract), Section VII (Specifications), and the Checklist of the Bidding Documents (Item Nos. 8 & 13 of the Eligibility and Technical Documents) have been revised. Please see attached revised specific sections of the Bidding Documents.
- 2) The picture of sample plastic slim case was added. Please see attached Annex A for your reference.

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

## 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 LANDBANK Board of Directors for 2019 in the total amount of One Million One Hundred Eighty Three Thousand Pesos Only (PhP1,183,000.00).</p>
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>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) 8-522-0000 or 8-551-2200local 7370                      Fax (02) 8-528-8587                      Email lbphobac@mail.landbank.com</p> <p>The Supplier's address for Notices is:</p> <p>_____</p>
6.2	<p>The delivery terms applicable to this Contract are delivered to 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 Facilities Management 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 transit to their final destination, as indicated in this Contract.

	<p>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><b>Transportation –</b></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><b>Patent Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.3	<p>Payment shall be through direct credit to the winning bidder's deposit account with LANDBANK. The winning bidder is required to maintain a deposit account with LANDBANK's Cash Department or any of its Branches.</p> <p><b>The following documentary requirements for payment shall be submitted:</b></p> <ul style="list-style-type: none"> <li>• <b>Sales Invoice/Billing Statement/ Statement of Account.</b></li> <li>• <b>Delivery Receipt with printed name and signature of LANDBANK employee who received the delivery and actual date of receipt of items.</b></li> </ul>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
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 supplier's showroom/plant/production area and/or in the project site.
17.3	<p>The warranty period shall be three (3) months after acceptance by the LANDBANK's authorized representative of the delivered/installed goods.</p> <p>The required amount of warranty security shall be three percent (3%) of every progress payment or three percent (3%) of the total Contract Price if in the form of retention money or special bank guarantee, respectively.</p> <p>The warranty security fee shall be released after three (3) months from 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

<b>Specification</b>	<b>Statement of Compliance</b>				
<p style="text-align: center;">Supply and Delivery of 33,800 Pieces DVD Rewritable (DVD-RW)</p> <p>For current and past suppliers of office supplies for LANDBANK, they must have satisfactory performance in their dealings with LANDBANK for the past twelve (12) months (reckoned from the date of issuance of the Certificate of Satisfactory Performance).</p> <p><b>Specifications:</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="padding: 2px;">Capacity</td> <td style="padding: 2px;">4.7 GB</td> </tr> <tr> <td style="padding: 2px;">Packaging</td> <td style="padding: 2px;">With individual non-breakable plastic slim case 10 pcs/pack 400 pcs/box</td> </tr> </table>	Capacity	4.7 GB	Packaging	With individual non-breakable plastic slim case 10 pcs/pack 400 pcs/box	<p style="text-align: center;"><b>Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.</b></p> <p>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of <b>ITB Clause 3.1(a)(ii)</b> and/or <b>GCC Clause 2.1(a)(ii)</b></p> <p style="text-align: center; margin-top: 20px;"><b>Please state here either “Comply” or “Not Comply”</b></p>
Capacity	4.7 GB				
Packaging	With individual non-breakable plastic slim case 10 pcs/pack 400 pcs/box				

<b>Others</b>	<b>Circular shape (with flat side) In see-through color</b>	
<p><b>Sample per attached Annex A</b></p> <p>The following documents shall be submitted inside the eligibility/technical envelope:</p> <ol style="list-style-type: none"><li>1. Certificate of Satisfactory Performance issued by the Head, Facilities Management Department (FMD) not earlier than 30 calendar days prior to the deadline of submission of bid (applicable only for current and past suppliers of office supplies for LANDBANK). This Certificate shall still be subject to verification during the post-qualification of bid.</li></ol> <p><i>Note: Certificate of Satisfactory Performance shall be requested in writing from the Head of FMD at 25<sup>th</sup> Floor, LANDBANK Plaza Building, at least five (5) working days prior to the submission of bid.</i></p> <ol style="list-style-type: none"><li>2. Bidders must submit one (1) set of offered DVD-RW with plastic casing on the bidding date. Non-submission of said sample may result in bidder's disqualification.</li></ol>		

**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 twenty-five percent (25%) 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.
- **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. Certificate of Satisfactory Performance issued by the Head, LANDBANK Facilities and Management Department not earlier than 30 calendar days prior to the deadline of submission of bid (applicable

only for current and past suppliers of office supplies for LANDBANK).  
The Certificate shall still be subject to verification during the post-qualification of bid.

**13. One (1) set of offered DVD-RW with plastic casing.**

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

14. 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.

15. Latest Income Tax Return 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)

Sample

