



**LANDBANK**  
WE HELP YOU GROW.

**SUPPLEMENTAL/BID BULLETIN NO. 1**  
**For LBP-HOBAC-ITB-GS-20210302-01**

**PROJECT** : Red Hat Enterprise Linux (RHEL) Subscription and Support for x86 Servers (30 Licenses)

**IMPLEMENTOR** : Procurement Department

**DATE** : April 16, 2021

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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) The bidder/s are encouraged to use the Bid Securing Declaration as Bid Security.
- 2) The Terms of Reference (Annex D), Bill of Quantities (Annex E), Schedule of Requirements (Section VI), Technical Specification (Section VII), Schedule of Prices (Form No. 2) and Checklist of Bidding Documents (Item Nos. 4, 11, 12 & 14 of the Eligibility & Technical Components and Item Nos. 2 & 3 of the Financial Component) have been revised. Please see attached revised Annexes D-1 to D-4, E, and specific sections of the Bidding Documents.

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

## Schedule of Requirements

The delivery schedule/contract period expressed as weeks/months/years stipulates hereafter a delivery/performance period which is the period within which to deliver the goods or perform the services in the project site/s.

Item Number	Description	Quantity	Delivered, Weeks/Months
1	Red Hat Enterprise Linux (RHEL) Subscription and Support for x86 Servers (30 Licenses)	<b>Please see attached Revised Annex E for Bill of Quantities</b>	One (1) year to start upon receipt of Notice to Proceed (NTP)

**Delivery Site:**  
LANDBANK Plaza Building  
16th Floor, Data Center Management Department  
1598 M.H. Del Pilar cor. Dr. J Quintos Sts., Malate, Manila

**Contact Person:**  
AVP Josie M. Castro  
Head, Data Center Management Department

**Contact No.:**  
8522-0000 loc 7600

**Conforme:**

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

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

\_\_\_\_\_  
Position

## Technical Specifications

<b>Specifications</b>	<b>Statement of Compliance</b>
<p>Red Hat Enterprise Linux (RHEL) Subscription and Support for x86 Servers (30 Licenses)</p> <p><b>1. Terms of Reference per attached Revised Annexes D-1 to D-4.</b></p> <p>2. For current and past suppliers of Red Hat Enterprise Linux (RHEL) Subscription 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>A Certificate of Satisfactory Performance issued by the Head, DCMD not earlier than thirty (30) calendar days prior to the deadline of submission of bid shall be included in the Technical Component PDF File. The Certificate shall still be subject to verification during post qualification of bid.</p>	<p><b>Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each Specification preferably stating the corresponding performance parameter of the product 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 applicable laws and issuances.</p> <p><b>Please state here either “Comply” or “Not Comply”</b></p>

Note: The Certificate of Satisfactory Performance shall be requested in writing from AVP Josie M. Castro of DCMD at 16th Floor, LANDBANK Plaza Building (Tel No. 8405-7600) and can be sent through e-mail at [JLRAMIREZ@mail.landbank.com](mailto:JLRAMIREZ@mail.landbank.com) at least five (5) working days prior to the submission of bid.

Non-submission of the above mentioned document/requirement may result in bidder's post disqualification.

**Conforme**

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

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

\_\_\_\_\_  
Position

**Form No. 2**

**SCHEDULE OF PRICES**  
**For Goods Offered from Within the Philippines**

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

Project ID No. \_\_\_\_\_

Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10	
Item	Description	Country of Origin	Quantity	Unit Price (EXW)	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)	
1	Red Hat Enterprise Linux (RHEL) Subscription and Support for x86 Servers (30 Licenses)	_____	Please see attached revised Annex E for Bill of Quantities	P_____	P_____	P_____	P_____	P_____	P_____	
<b>Total Cost</b>									PhP_____	

**Note: Price breakdown should be submitted using the attached revised Bill of Quantities (Annex E).**

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

*Please credit payment to:*

*Account Name:* \_\_\_\_\_

*Account Number:* \_\_\_\_\_

*LBP Branch:* \_\_\_\_\_

**Form No. 2**

**SCHEDULE OF PRICES**

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10	
Item	Description	Country of Origin	Quantity	Unit Price* CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)	
1	Red Hat Enterprise Linux (RHEL) Subscription and Support for x86 Servers (30 Licenses)	_____	Please see attached revised Annex E for Bill of Quantities	P _____	P _____	P _____	P _____	P _____	P _____	
<b>Total Cost</b>									PhP _____	

**Note: Price breakdown should be submitted using the attached revised Bill of Quantities (Annex E).**

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

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

\_\_\_\_\_  
Position

*Please credit payment to:*

*Account Name:* \_\_\_\_\_

*Account Number:* \_\_\_\_\_

*LBP Branch:* \_\_\_\_\_



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

The documents for each component should be arranged as per this Checklist. Kindly provide guides or dividers with appropriate labels.

### **Eligibility and Technical Components (PDF File)**

- ***The Eligibility and Technical Component shall contain documents sequentially arranged as follows:***

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

#### **Legal Eligibility Documents**

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or all of the following:
  - Registration Certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (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 Bureau of Internal Revenue (BIR).

#### **Technical Eligibility Documents**

2. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (sample form - Form No. 7).
3. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).

4. **Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).**

Financial Eligibility Documents

5. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
  6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
- **Eligibility Documents – Class "B"**
7. Duly signed valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.
  8. For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos, Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
  9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
- **Technical Documents**
10. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
  11. **Revised Section VI – Schedule of Requirements with signature of bidder's authorized representative.**
  12. **Revised Section VII – Specifications with response on compliance and signature of bidder's authorized representative.**

13. Duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).
- 14. Duly accomplished Revised Terms of Reference signed in all pages by the authorized representative/s of the bidder.**
15. Proof that the bidder is a certified RHEL partner or reseller of RHEL subscription & at least a RHEL Platinum partner or reseller and must be a current provider of RHEL licenses to at least two (2) banks other than LANDBANK.
16. Certificate of Satisfactory Performance issued by the Head, DCMD not earlier than thirty (30) calendar days prior to the deadline of submission of bid.
- **Post-Qualification Documents – [The bidder may submit the following documents within five (5) calendar days after receipt of Notice of Post-Qualification]:**
  17. 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.
  18. Latest Income Tax Return filed manually or through EFPS.
  19. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
  20. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).

**Financial Component (PDF File)**

- ***The Financial Component shall contain documents sequentially arranged as follows:***
  1. Duly filled out Bid Form signed by the Bidder's authorized representative (sample form - Form No.1)
  2. **Duly filled out Revised Schedule of Prices signed by the Bidder's authorized representative (sample form - Form No.2)**
  3. **Duly filled out Revised Annex E – Bill of Quantities**



## LANDBANK PURCHASE OF ONE (1) YEAR SUBSCRIPTION and SUPPORT FOR RED HAT ENTERPRISE LINUX (RHEL) OPERATING SYSTEM TERMS OF REFERENCE 2021

### Instructions on responding to this Terms Of Reference (TOR) Document

- a. The vendor/bidder understands and agrees that the requirements specified in this document are deliverables for the proposed one (1) year subscription and support for RHEL operating system.
- b. All deliverables, its specifications and functionalities, must be satisfied including its necessary prerequisites without additional cost to the Bank.
- c. The vendor/bidder must answer at the third column whether the [solution requirement] complies or not—answer must be **YES** or **NO**.
- d. The REMARKS column in the table is to be filled out according to the response in the third column:
  - d.1. If answer to the third column is YES: REMARKS column is to be filled out with the complete and specific reference to the supporting document included in the bidding document to support answer/claim.
  - d.2. If the answer to the third column is NO: REMARKS column is to be filled out with the justifications why the proposed RHEL subscription cannot meet the specified requirement; include the complete and specific reference to the supporting document included in the bidding document to support answer/claim.
- e. The supporting documents, cited references to the TOR should be indexed or labeled accordingly for easy identification and validation.

REQUIREMENT	WILL COMPLY? YES/NO	REMARKS								
<b>1. ITEM DESCRIPTION/ TECHNICAL SPECIFICATIONS</b>										
<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th><i>RHEL Version</i></th> <th><i>Quantity</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>6</b></td> <td style="text-align: center;"><b>13</b></td> </tr> <tr> <td style="text-align: center;"><b>7</b></td> <td style="text-align: center;"><b>14</b></td> </tr> <tr> <td style="text-align: center;"><b>8</b></td> <td style="text-align: center;"><b>3</b></td> </tr> </tbody> </table> <p><b>Total : 30</b></p>	<i>RHEL Version</i>	<i>Quantity</i>	<b>6</b>	<b>13</b>	<b>7</b>	<b>14</b>	<b>8</b>	<b>3</b>		
<i>RHEL Version</i>	<i>Quantity</i>									
<b>6</b>	<b>13</b>									
<b>7</b>	<b>14</b>									
<b>8</b>	<b>3</b>									

# CLASS D

REQUIREMENT		WILL COMPLY? YES/NO	REMARKS
<b>2. MAINTENANCE AND SUPPORT</b>			
2.1 Maintenance	2.1.a. Landbank must be eligible for the latest software version without additional cost to the bank		
	2.1.b. RHEL partner/reseller must provide unlimited corrective maintenance activities including version upgrade and proactive enhancement of the existing, when necessary.		
2.2 Support	2.2.a. RHEL partner/reseller must always be available and accessible on demand as part of the support and maintenance agreement.		
	2.2.b. RHEL partner/reseller must comply to the Bank's compliance requirements (eg. Technology Service Provider Assessment (TSP). Vendor Assessment Report (VAR), etc).		
2.3 Reseller Qualification	2.3.a. Must be a certified RHEL partner or reseller of RHEL subscription		
	2.3.b. RHEL partner/reseller must be at least a RHEL Platinum Partner/Reseller		
	2.3.c. RHEL partner/reseller must be able to provide first level support for RHEL operating system		
	2.3.d. RHEL partner/reseller must be CERTIFIED to provide first level support for RHEL operating system.		

<b>3. TRAININGS</b>		
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## CLASS D

<p>3. RHEL training/workshops/skills transfer/tech updates/industry best practices</p>	<p>3.1.a. Proposed RHEL training for system administrators: Red Hat Certified System Administrator (4pax)</p>		
	<p>3.1.b. RHEL partner/reseller must be able to provide workshops/skills transfer/tech updates/industry best practices on RHEL operating system at least once a year for the active lifetime of the subscription.</p>		
	<p>3.1.c. The vendor must also include a preliminary training plan on the training courses to be carried out including the following:</p> <ul style="list-style-type: none"> <li>• Course Title and Description</li> <li>• Learning Objectives</li> <li>• Class Composition</li> <li>• Course Duration</li> <li>• Training Sequence</li> </ul>		
	<p>3.1.d. The vendor must provide for the necessary training logistics and paraphernalia for the participants' needs with no additional cost to the Bank</p>		
	<p>3.1.e. For trainings to be conducted at vendor-elected training site, participants must have access to the internet with no additional cost to the Bank, for the duration of the training, for communication, technical support, and correspondence purposes.</p>		

# CLASS D

4. REFERENCE			
Client Reference	4.1.a. RHEL partner/reseller must be a current provider of RHEL licenses to at least two Banks (other than LANDBANK).		

5. OTHER PROVISIONS			
5. These additional provisions are regulatory requirements	5.1.a. Contract Agreement between LANDBANK and the RHEL partner/reseller must include access of LANDBANK to the public financial information of the RHEL partner/reseller		
	5.1.b. Contract Agreement between LANDBANK and the RHEL partner/reseller must include provision allowing LANDBANK to cancel the contract by contractual notice of dismissal or extraordinary notice of cancellation if so required by the Bangko Sentral.		

6. PAYMENT TERMS			
6. Terms of Payment	6.1.a. Payment milestone is achieved upon delivery of the paper licenses for the RHEL subscription.		

END of Terms of Reference

Noted/Approved by:

  
 JOSIE M. CASTRO

Assistant Vice President, DCMD 



**PROJECT : ONE (1) YEAR SUBSCRIPTION AND SUPPORT FOR RED HAT ENTERPRISE LINUX (RHEL) OPERATING SYSTEM**

**SUBJECT : Bill of Quantities Form**

Description of Cost	Quantity	Unit	Unit Cost	Total Cost
One (1) Year Support & Subscription for intel based servers Red Hat Enterprise Linux (RHEL) with the following versions: <ul style="list-style-type: none"> <li>• 6</li> <li>• 7</li> <li>• 8</li> </ul> Training: <ul style="list-style-type: none"> <li>• RHCSA Rapid Track (RH199)</li> </ul>	13 14 3  4 System Administrators		P _____ _____ _____  _____	P _____ _____ _____  _____
<b>Total Cost inclusive of VAT:</b>				P _____

**Submitted by:**

\_\_\_\_\_  
Supplier

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

\_\_\_\_\_  
Date

**Revised Annex E**