



**SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-HOBAC-ITB-GS-20210205-02**

PROJECT : **Mainframe Physical Tape Drive with Three (3) Years Warranty and Support**

IMPLEMENTOR : **Procurement Department**

DATE : **May 14, 2021**

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), SCC Clause 2.2 of the Special Conditions of Contract (Section V), Technical Specifications (Section VII), Omnibus Sworn Statement (Form No. 6) and Checklist of Bidding Documents (Item Nos. 1, 12, 13 & 17 of the Eligibility and Technical Components) have been revised. Please see attached revised Annexes D-1 to D-8 and specific sections of the Bidding Documents.


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

Special Conditions of Contract

SCC Clause	
1	<p data-bbox="360 309 738 338">Delivery and Documents –</p> <p data-bbox="360 371 1329 539">For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p data-bbox="360 577 1318 680"><i>For Goods supplied from abroad:</i> The delivery terms applicable to the Contract are DDP delivered in the address/es indicated in Section VI. Schedule of Requirements. In accordance with INCOTERMS.</p> <p data-bbox="360 719 1329 887"><i>For Goods supplied from within the Philippines:</i> The delivery terms applicable to this Contract are delivered in the address/es indicated in Section VI. Schedule of Requirements. 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 data-bbox="360 925 1318 987">Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p data-bbox="360 1025 1329 1128">For purposes of this Clause the Procuring Entity’s Representative/s at the Project Site/s is/are indicated in Section VI. Schedule of Requirements.</p> <p data-bbox="360 1205 663 1234">Incidental Services –</p> <p data-bbox="360 1272 1329 1375">The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul data-bbox="360 1413 1329 1850" style="list-style-type: none">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, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; ande. Training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p data-bbox="360 1888 1329 1919">The Contract price for the Goods shall include the prices charged by the</p>

Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period indicated in Section VI. Schedule of Requirements.

Spare parts or components shall be supplied as promptly as possible, but in any case, within months indicated in the Technical Specifications.

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 Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent

instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final

	<p>destination.</p> <p>Intellectual Property 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>
2.2	<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>The following documentary requirements for payment shall be submitted:</p> <ul style="list-style-type: none">• Sales Invoice/Billing Statement/Statement of Account.• Delivery Receipt with printed name and signature of LANDBANK employee who received the delivery and actual date of receipt of items.• Warranty Certificate specifying the period covered by the warranty. <p>The Supplier shall be paid within sixty (60) calendar days after submission of sales invoice or claim and complete documentary requirements.</p>
4	<p>Maintain the GCC Clause.</p>

Technical Specifications

Specification	Statement of Compliance
<p>Mainframe Physical Tape Drive with Three (3) Years Warranty and Support</p> <p>1. Terms of Reference per attached Revised Annexes D-1 to D-8.</p> <p>2. The following documents shall be submitted in support of the compliance of the Bid to the technical specifications and other requirements:</p> <ul style="list-style-type: none"> • Certification from IBM Mainframe for Tape Drive solution. • Proof or documentation in the form of Manufacturer's Certificate issued by the Manufacturer. • Proof or documentation/Certification from the manufacturer that the model/product must be upgradable within the next three (3) years from the 	<p style="text-align: center;">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</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 style="text-align: center;">Please state here either "Comply" or "Not Comply"</p>

<p>date of the prebid conference starting from its release in the international market.</p> <ul style="list-style-type: none">• Proof or documentation from the manufacturer that the model/product should not have End of Service (EOS) for 5 years from the time of acquisition.• Referential document for at least (1) completed project. Include company name, name of project, contact numbers and email address of vendor clients. <p>Non-submission of the above-mentioned documents/requirements may result in bidder's post-disqualification.</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 [Name of the Procuring Entity], 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 [Name of the Procuring Entity], 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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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 Head of the Procuring Entity 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 is not related 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, by consanguinity or affinity up to the third level degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is not related 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, by consanguinity or affinity up to the third level degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is not related 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, by consanguinity or affinity up to the third level degree;

7. *[Name of Bidder]* has no unsatisfactory performance with its ongoing projects;
8. *[Name of Bidder]* complies with existing labor laws and standards; and
9. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
10. *[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.
11. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 21__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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 _____;

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

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.

In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit: Provided, That the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of this IRR.

- 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. 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 Revised Omnibus Sworn Statement (OSS) (sample form - Form No.6).
- **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.
 16. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
 17. Original copy of duly notarized Revised Omnibus Sworn Statement (OSS) (sample form - Form No.6).

Financial Component (PDF File)

- **The Financial Component shall contain the 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 Schedule of Prices signed by the bidder's authorized representative (sample form - Form No.2).
 3. Dully filled out Bill of Quantities Form (Annex E).

TECHNICAL SPECIFICATION FOR THE SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF MAINFRAME PHYSICAL TAPE DRIVE with THREE (3) YEARS WARRANTY AND SUPPORT FOR HEADOFFICE AND BACKUP SITE 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 Mainframe Physical Tape Drive Replacement inclusive of three (3) years warranty and support for Headoffice and Backupsite.
- 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 proposed Solution 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 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 Solution 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.

The supporting documents, cited references to the TOR should be indexed or labeled accordingly for easy identification and validation.

CAPABILITY	REQUIREMENT	WILL COMPLY? YES/NO	REMARKS
1. PROJECT SCOPE			
1.1. Scope	1.1.a. The vendor must supply, deliver, install, and configure Mainframe Tape Drives at Data Center Head office and Backup site		
2. TECHNICAL SPECIFICATIONS			
2.1. Hardware Requirements	2.1.a. Must be able to replace physical tape drives for Headoffice and Backupsite		

revised D-1

CAPABILITY	REQUIREMENT	WILL COMPLY? YES/NO	REMARKS
	<p>2.1.b. Must have Enterprise Tape solution that has the following:</p> <ul style="list-style-type: none"> - Cache for faster backup performance - IP Replication feature between Headoffice and Backup sites - Automatic Media verification function to ensure data on tape cartridges is readable - Each cartridge should have 10TB usable capacity 		
3. SYSTEM REQUIREMENTS			
3.1. Solution	3.1.a. The proposed Solution must have 60TB of cache for Head Office and 60TB of cache for Backup Site.		
	3.1.b. The proposed Solution must have the ability to migrate archive data.		
	3.1.c. The proposed Solution must have the ability to replicate to Backup Site.		
	3.1.d. The proposed Solution must be able to back-up and automate offloading to tape without manual intervention.		
	3.1.e. The proposed Solution must be able to automatically catalog tapes for easier restore/recovery.		
	3.1.f. The proposed Solution must be able to upgrade without replacing the whole hardware.		
4. HARDWARE WARRANTY AND SUPPORT			
4.1. Warranty	4.1.a. The proposed Tape Solution must have three (3) years warranty coverage to start upon delivery of the proposed solution on both sites. (Headoffice and backupsite)		

D2

CAPABILITY	REQUIREMENT	WILL COMPLY? YES/NO	REMARKS
	4.1.b. The proposed Tape Solution must have three (3) years 24x7 warranty coverage		
	4.1.c. The warranty must cover onsite hardware service and part replacement on a 24/7 basis with 4-hour onsite support for critical incidents for three (3) years		
	4.1.d. The warranty of the proposed solution must include proactive monitoring, embedded hardware diagnostics and automated service requests for three (3) years		
	4.1.e. The warranty must include critical software updates and bug fixes for three (3) years		
	4.1.f. The vendor must provide a web-based access for the machine's entitlements and the capability to download the software copy.		
4.2. Support Service	4.2.a. The vendor must install the latest available and compatible software versions in the proposed solution		
	4.2.b. Must include 24/7 local and remote technical and help desk support for three (3) years		
	4.2.c. Must include onsite support for three (3) years for a severity one (1) issues. LBP SLA on incident and problem management will be observed		
	4.2.d. Support must always be available and accessible on demand as part of the support and maintenance agreement		
	4.2.e. The support and delivery services specified are exclusive for the proposed hardware model/product and must not be related to other hardware models/products that are not part		

CAPABILITY	REQUIREMENT	WILL COMPLY? YES/NO	REMARKS
	of the terms of reference or the contract unless otherwise specified.		
4.3 Warranty Period	4.3.a Warranty period of new solution shall start when proposed solution is already delivered at both LANDBANK sites (Head office and Backup site).		
5. QUALIFICATIONS AND DOCUMENTARY REQUIREMENTS			
QUALIFICATION REQUIREMENTS	DOCUMENTARY REQUIREMENTS		
The proposed Solution should be supported by zVSE 5.2 and/or higher and IBM z14 Mainframe	Certification from IBM Mainframe for Tape Drive solution		
The bidder must be a certified partner or reseller of the proposed solution	Proof or documentation in the form of Manufacturer's Certificate issued by the Manufacturer		
The proposed solution must be upgradable within the next three (3) years from the date of the prebid conference starting from it's release in the international market.	Proof or documentation/Certification from the manufacturer that the model/product must be upgradable within the next three (3) years from the date of the prebid conference starting from it's release in the international market.		
The proposed solution should not have End of Service (EOS) for 5 years from the time of acquisition.	Proof or documentation from the manufacturer that the model/product should not have End of Service (EOS) for 5 years from the time of acquisition.		
Principal/Partner must have a similar system solution implementation for the proposed solution in one (1) local Universal Bank other than Landbank	Referential document for atleast (1) completed project. Include company name, name of project, contact numbers and email address of vendor clients.		
6. GENERAL AVAILABILITY			

D-4

CAPABILITY	REQUIREMENT	WILL COMPLY? YES/NO	REMARKS
6.1. Product Offering	6.1.a. Proposed solution model should be brand new		
	6.1.b. The proposed solution must include services such as delivery to site, setup, installation and configuration of the proposed solution.		
7. REFERENCE			
7.1. Implementation	<p>The vendor must provide a certification of satisfactory performance for any tape drive, server or storage solution project:</p> <ol style="list-style-type: none"> 1. Certification from LANDBANK-DCMD and one (1) local Universal Bank. 2. or if not a previous service provider of LANDBANK, the prospective vendor/bidder should submit two (2) certifications, one reference from 2019 up to the present with top 10 Philippine Universal or Commercial bank by assets in 2019 and one reference from company in different industry other than banking industry. 		
7.2. These additional provisions are regulatory compliance	The Winning Bidder must comply with the requirements in relation to Third Party/Vendor Assessment conducted by the Bank. Must submit [eg. Latest Financial Statement (FS), Business Continuity Plan (BCP) that are related to the Bank, and List of Updated Technical Support (include name, contact numbers and email address).		
7. CONFIGURATION, OPERATION & DELIVERABLES			
7.1. Configuration, Operation, and	7.1.a. The vendor must provide documentation on the system		

D-5

CAPABILITY	REQUIREMENT	WILL COMPLY? YES/NO	REMARKS
Deliverables	<p>operations and must be written in English of durable construction with concise and high-quality presentation to include but not limited to the following:</p> <ol style="list-style-type: none"> 1. User Manuals 2. Technical / Reference Manuals 3. System / Operation Manuals 4. Troubleshooting and Installation Guides <p>All documentation must be available in hard and soft copies; Soft copies must be stored on a compact disk and a USB drive; Soft copy documentation must be in a non-editable format.</p>		
	<p><i>7.1.b. Prior to submission of bidding proposal, the vendor must coordinate with LANDBANK-DCMD to conduct a site survey at Data Center Head office and Backup site to check the existing site condition and completely assess the requirements as part of the proposed solution without additional cost to the Bank. The survey is necessary to ensure that the proposed solution will be able to function properly and according to expectation.</i></p> <p><i>The site inspection will be conducted at least three (3) calendar days before opening of bids from Monday to Friday 8:00am-3pm. Contact persons are Arnhel Alfred Ballocanag and Dyemmarie Sabanal with email addresses</i></p>		

D-6

CAPABILITY	REQUIREMENT	WILL COMPLY? YES/NO	REMARKS
	<p><i>aballocanag@mail.landbank.com and dsabanal@mail.landbank.com, respectively. Both can be contacted thru phone number 8-5220000 local 7763.</i></p> <p><i>Non-disclosure Agreement signed by the bidder's authorized representative must be submitted two (2) calendar days prior to the conduct of site inspection.</i></p> <p><i>Certificate of Inspection will be issued by DCMD Head for the bidders who will conduct site inspection which shall be form part of the bid proposal.</i></p>		
Electrical	The Winning bidder must provide all electrical cables, breakers and plugs needed for the project.		
Data Cables	The Winning Bidder must provide and layout all data cables needed for the solution.		
8. TRAINING			
8.1 Training	The Winning Bidder shall provide administration training and knowledge transfer for a maximum of ten (10) personnel of LANDBANK-DCMD to enable the team to manage day-to-day operations of the systems installed. Training shall be for both sites (headoffice and backupsite) for atleast one (1) day, depending on the availability of both parties and certain government restrictions and will be provided with Certificate of Completion. Training shall be onsite and in batches due to covid protocols.		
9. DELIVERY SCHEDULE AND PAYMENT TERMS			
9.1. Delivery	9.1.a. The winning bidder must be		

D7

CAPABILITY	REQUIREMENT	WILL COMPLY? YES/NO	REMARKS
	able to deliver within forty-five (45) calendar days to Landbank Head Office and Disaster Recovery Site upon receipt of the Notice to Proceed (NTP).		
	9.1.b. Setup of proposed solution must commence in production site (Head office) starting at the third calendar day from the date of delivery and should be completed within thirty (30) calendar days, subject to adjustments due to unforeseen circumstances such as pandemic, typhoons, earthquakes, and others. Will follow the setup for the second site (backupsite) upon completion of the first site and should be completed within thirty (30) calendar days also.		
	9.1.c The Winning Bidder must deliver previous LANDBANK Tape Drives to the LANDBANK Antipolo warehouse at no additional cost to LANDBANK.		
9.2. Payment Terms	9.2.a Payment is within forty five (45) calendar days after acceptance of invoice and upon successful project implementation.		

END of Terms of Reference

Noted/Approved by:

Josie M. Castro
JOSIE M. CASTRO

Assistant Vice President, DCMD

Josie

[Signature]

D-8