

**SUPPLEMENTAL/BID BULLETIN NO. 2  
For LBP-HOBAC-FRA-GS-20210312-01**

**PROJECT** : **CCTV Devices for Various LANDBANK Branches  
(Framework Agreement)**

**IMPLEMENTOR** : **Procurement Department**

**DATE** : **October 29 , 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) Specifications (Annexes D-1 to D-4), ITB Clause 5.3 of Instruction to Bidder (Section II) & Bid Data Sheet (Section III), Special Conditions of Contract (Section V), Technical Specifications (Section VII), Statement of All Ongoing Government and Private Contracts, Including Awarded But not Yet Started (Form 3), Statement of Bidder's Single Largest Completed Contract Similar to the Contract to be Bid (Form 4), and Checklist of Bidding Documents (Item No. 12 & 18 of the Eligibility & Technical Components and Post-Qualification Documents) have been revised. Please see attached revised Annexes D-1 to D-4 and specific sections of the Bidding Documents.
- 3) The deadline for submission of electronic bids for the above project is re-scheduled on **November 12, 2021** at **10:00 A.M.** Submission of physical bids (hard copy) shall not be accepted.



**ATTY. HONORIO T. DIAZ, JR.**  
Head, HOBAC Secretariat

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist:
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. **Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

## 7. Subcontracts

The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

## Bid Data Sheet

ITB Clause								
5.3	A contract shall be considered similar to this Project if it involves supply, delivery, installation and activation of CCTV device. Moreover, it must have been completed within five (5) years prior to the set deadline for the submission and receipt of bids.							
7	Subcontracting is not allowed.							
12	The price of the Goods shall be quoted DDP specified delivery site/s or the applicable International Commercial Terms (INCOTERMS) for this Project.							
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 60%; text-align: center;">Form of Bid Security</th> <th style="width: 40%; text-align: center;">Minimum Amount of Bid Security</th> </tr> </thead> <tbody> <tr> <td>(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">PhP 447,340.00</td> </tr> <tr> <td>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and</td> </tr> <tr> <td>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td style="text-align: center; vertical-align: middle;">PhP 1,118,350.00</td> </tr> </tbody> </table> <p>1. If bid security is in the form of cash, the required amount shall be remitted to any LANDBANK Branch or through the LANDBANK online payment platform Link.BizPortal. The bidder shall first secure an electronic PAO from LANDBANK – Procurement Department. If the bidder opts to pay at any LANDBANK Branch, the electronic PAO shall then be printed in two (2) copies and presented to the LANDBANK Teller together with the money. The LANDBANK Teller shall issue a machine validated Official Receipt (OR) evidencing payment of the bid security.</p>	Form of Bid Security	Minimum Amount of Bid Security	(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;	PhP 447,340.00	(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and	(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	PhP 1,118,350.00
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## Special Conditions of Contract

SCC Clause	
1	<p data-bbox="335 456 726 488"><b>Delivery and Documents –</b></p> <p data-bbox="335 519 1340 698">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="335 734 1327 842"><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="335 878 1340 1057"><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="335 1093 1331 1164">Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Framework Agreement List).</p> <p data-bbox="335 1200 1343 1308">For purposes of this Clause the Procuring Entity’s Representative/s at the Project Site/s is/are indicated in Section VI. Framework Agreement List.</p> <p data-bbox="335 1344 651 1375"><b>Incidental Services –</b></p> <p data-bbox="335 1411 1343 1518">The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Framework Agreement List:</p> <ol data-bbox="335 1554 1350 1946" style="list-style-type: none"><li>a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li><li>c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li><li>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; and</li><li>e. Training of the Procuring Entity’s personnel, at the Supplier’s plant</li></ol>

and/or on-site, in assembly, start-up, 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.

**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 (Framework Agreement List)** 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. Framework Agreement List.

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

	<p>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.</p> <p>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 destination.</p> <p><b>Intellectual Property 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>
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"> <li>• Sales Invoice/Billing Statement/Statement of Account.</li> <li>• Delivery Receipt with printed name and signature of LANDBANK employee who received the delivery and actual date of receipt of items.</li> <li>• Warranty Certificate specifying the period covered by the warranty.</li> </ul>
4	Maintain the GCC Clause.
5	<p>Warranty:</p> <ul style="list-style-type: none"> <li>• For Camera, Monitor, Power over Ethernet Switch and External Drive – At least one (1) year from date of activation.</li> <li>• For Network Video Recorder – At least three (3) years on parts and labor.</li> <li>• <b>For Micro SD Card – Two (2) years</b></li> <li>• <b>For External HDD – Three (3) years</b></li> </ul>

## Technical Specifications

Specification	Statement of Compliance
	<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.</p>
<p style="text-align: center;"><b>CCTV Devices for Various LANDBANK Offices (Framework Agreement)</b></p> <p>Specifications and other requirements per attached <b>Revised Annexes D-1 to D-4.</b></p> <p>For current and past suppliers of CCTV Devices 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>The following documents/ shall be included in the Eligibility and Technical Component PDF File:</p> <p>a) Brochures or other official documents coming from the manufacturer indicating the specifications of the offered brand/model.</p> <p>Non-submission of the above-mentioned documents/requirements may result in bidder’s disqualification.</p>	<p><b>Please state here either “Comply” or “Not Comply”</b></p>



**Conforme:**

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Name of Bidder

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Signature over Printed Name of  
Authorized Representative

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Position

**Form No. 3**

**Statement of All Ongoing Government and Private Contracts, Including Contracts Awarded But Not Yet Started**

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract / Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	d. Date Awarded e. Date Started f. Date of Completion		% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Planned	Actual			
<u>Government</u>							
<u>Private</u>							



**Form No. 4**

**Statement of Bidder's Single Largest Completed Contract Similar to the Contract to be Bid**

Business Name \_\_\_\_\_  
 Business Address \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed

**Note:**

This statement must be supported with copy of contract or purchase order or official receipt/s or certification from bidder's client that services have been satisfactorily delivered/accepted.

Submitted by \_\_\_\_\_  
 :  
 Designation \_\_\_\_\_  
 :  
 Date \_\_\_\_\_  
 :  
 \_\_\_\_\_  
 (Printed Name & Signature)

## **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 (may include other requirements as stated in the Bidding Documents)**

10. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).

11. Section VI – Framework Agreement List 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).
- **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 Omnibus Sworn Statement (OSS) (sample form – Form No. 6).
  18. **Duly notarized Secretary’s Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder’s authorized signatory in the bidding. (sample form - Form No. 7).**

**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. Detailed breakdown of cost (Annexes E-1 to E-16).

**Note: The forms attached to the Bidding Documents may be reproduced or reformatted provided the information required in the original forms and other requirements like signatures, if applicable, are complied with in the submittal**