



LANDBANK

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**SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-HOBAC-ITB-GS-20220823-01**

PROJECT : Licenses for the Existing Endpoint Protection Inclusive of
Three (3) Years Support Services

IMPLEMENTOR : HOBAC Secretariat

DATE : October 7, 2022

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 Special Conditions of the Contract (Clauses 1 and 2.2 of Section V), Schedule of Requirements (Section VI), Schedule of Prices for Goods Offered from within the Philippines and Abroad (Form No. 2), Bill of Quantities (Annex E) and Checklist of Bidding Documents (Item 3 of Financial Component) have been revised. Please see attached revised Form No. 2, Annex E and specific sections of the Bidding Documents.


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

Special Conditions of Contract

SCC Clause									
1	<p>Delivery and Documents –</p> <p>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><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><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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>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>The supplier shall provide Licenses for the Existing Endpoint Protection Inclusive of Three (3) Years Support Services with the following inclusions:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Description</th> <th style="text-align: center;">Quantity</th> </tr> </thead> <tbody> <tr> <td>Additional Licenses</td> <td style="text-align: center;">5,000</td> </tr> <tr> <td>Renewal Licenses</td> <td style="text-align: center;">5,000</td> </tr> <tr> <td>Support Services</td> <td style="text-align: center;">1 Lot</td> </tr> </tbody> </table> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p>	Description	Quantity	Additional Licenses	5,000	Renewal Licenses	5,000	Support Services	1 Lot
Description	Quantity								
Additional Licenses	5,000								
Renewal Licenses	5,000								
Support Services	1 Lot								

- 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; and
- e. 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.

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.

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

	<p>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>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>
<p>2.2</p>	<p>Payment shall be made after receipt of license keys and sales invoice for the 10,000 Endpoint Protection Licenses.</p> <p>The three (3) years support services shall be paid annually after receipt of invoice from the winning bidder.</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. <p>The Supplier shall be paid within sixty (60) calendar days after submission of sales invoice or claim and complete documentary requirements.</p> <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>4</p>	<p>Maintain the GCC Clause.</p>
<p>5</p>	<p>No further instruction.</p>

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.

Description	Quantity	Delivered, Weeks/Months
Licenses for the Existing Endpoint Protection Inclusive of Three (3) Years Support Services	One (1) Lot Refer to the Revised Bill of Quantities for the breakdown of components per attached Annex E	Fourteen (14) calendar days upon receipt of the Notice to Proceed.
<p>Delivery Site: Network Operations Department (NOD) LANDBANK Plaza Building 1598 M.H. del Pilar corner Dr. J. Quintos Streets, Malate, Manila</p> <p>Contact Person: Enrique L. Sazon, Jr. Head, LANDBANK NOD</p> <p>Contact No.: 8-522-0000 local 7600</p>		

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. LBP-HOBAC-ITB-GS-20220823-01							
1	2	3	4	5	6	7	8	9	10
Lot No.	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	Licenses for the Existing Endpoint Protection Inclusive of Three (3) Years Support Services		One (1) Lot Refer to the Revised Bill of Quantities for the breakdown of components per attached Annex E	PhP _____	PhP _____	PhP _____	PhP _____	PhP _____	PhP _____

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

Please credit payment to:

_____ Name of Bidder

Account Name: _____

_____ Signature over Printed Name of Authorized Representative

Account Number: _____

_____ Position

LBP Branch: _____

Form No. 2

SCHEDULE OF PRICES
For Goods Offered from Abroad

Name of Bidder _____		Project ID No. LBP-HOBAC-ITB-GS-20220823-01							
1 Lot No.	2 Description	3 Country of Origin	4 Quantity	5 Unit Price* (specify port) or CIP named place (specify border point or place of destination)	6 Transportation and insurance and all other costs incidental to delivery, per item	7 Sales and other taxes payable if Contract is awarded, per item	8 Cost of Incidental Services, if applicable, per item	9 Total Price, per unit (col 5+6+7+8)	10 Total Price delivered Final Destination (col 9) x (col 4)
1	Licenses for the Existing Endpoint Protection Inclusive of Three (3) Years Support Services	_____	One (1) Lot Refer to the Revised Bill of Quantities for the breakdown of components per attached Annex E	PhP _____	PhP _____	PhP _____	PhP _____	PhP _____	PhP _____

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

Please credit payment to:

_____ Name of Bidder

Account Name: _____

_____ Signature over Printed Name of Authorized Representative

Account Number: _____

_____ Position

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);

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.
- **Technical Documents**
9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder.
 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. 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).

Note: During the opening of the first bid envelopes (Eligibility and Technical Component), only the above documents will be checked by the BAC if they are all present using a non-discretionary “pass/fail” criterion to determine each bidder's compliance with the documents required to be submitted for eligibility and the technical requirements.

- **Other Documents to Support Compliance with Technical Specifications [must be submitted inside the first bid envelope (Eligibility and Technical Component)]**
 1. Certificate of Registration from the Securities and Exchange Commission (SEC) as proof that the bidder has at least five (5) years experience in the IT industry.
 2. List of one (1) installed base site included in the Top Ten (10) Banks in the Philippines in terms of asset, of the same brand being offered with client name, contact person, complete address, contact number and email address.
 3. List of two (2) certified local engineers with Certificate of Employment, resume/curriculum vitae and Certificate of Proven Professional for Administration of Endpoint Protection 14 from the company of the solution being offered who will support the installation, configuration, and support services within the three (3) years contract period.
 4. Manufacturer's authorization (sample form - Form No.9) or Certificate of Partnership from the Principal confirming that the bidder is authorized to provide the equipment and consumables supplied by the manufacturer, including any warranty obligations and after sales support as may be required.
- **Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:**
 1. 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.
 2. Latest Income Tax Return filed manually or through EFPS.
 3. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
 4. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).
 5. 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 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. Duly filled-out Revised Bill of Quantities Forms signed by the Bidder's authorized representative (Annex E).

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.

BILL OF QUANTITIES FORM

PROJECT: LICENSES FOR THE EXISTING ENDPOINT PROTECTION INCLUSIVE OF THREE (3) YEARS SUPPORT SERVICES

Item No.	Description	Qty.	Unit Cost	Total Cost (Inclusive of VAT)
1	Additional Software Licenses for Endpoint Protection	5,000		
2	Renewal of Licenses for Endpoint Protection	5,000		
3	Support Services	1 lot		
Total Cost:				

Note: The Supplier shall fill in rates and prices for all items of the Bill of Quantities. Quotations not addressing or providing all of the required items in the Bill of Quantities shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free.

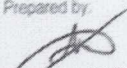
Submitted by:

Supplier

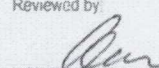
Printed Name of Authorized Representative with Signature

Date

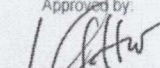
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REVISED ANNEX E