



**LANDBANK**

**SERVING  
THE NATION**

**SUPPLEMENTAL/BID BULLETIN NO. 2  
For LBP-HOBAC-ITB-GS-20230530-01**

**PROJECT** : **Supply and Delivery of Seventy (70) Units Document Scanner**  
**IMPLEMENTOR** : **HOBAC Secretariat Unit**  
**DATE** : **July 14, 2023**

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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 Special Conditions of Contract, Technical Specifications (Section VII, Annexes D-1 to D-2), Agreement, Omnibus Sworn Statement (Form No. 6), Secretary's Certificate (Form No. 7) and Checklist of Bidding Documents (Item Nos. 2, 12 & 13 of Technical Documents, Item No. 17 of Other Documents to Support Compliance with Technical Specifications, Item Nos. 21 & 22 of Post-Qualification Document/Requirements) have been revised. Please see attached revised Annexes D-1 to D-2 and specific sections of the bidding documents.
- 3) Responses to bidder's queries/clarifications per Annex G.
- 4) The submission and opening of bids is re-scheduled on **July 21, 2023** at 10:00 A.M. through videoconferencing using Microsoft (MS) Teams.

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

## Special Conditions of Contract

SCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>The procurement of Supply and Delivery of 70 Units Document Scanner was acquired through public bidding with approved Purchase Order No. _____ dated _____, with the Notice of Award and Notice to Proceed issued by LANDBANK's authorized signatory.</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 deliver the 70 Units Document Scanner.</p> <p><b>Incidental Services –</b></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> <p>a. Performance or supervision of on-site assembly and/or start-up of the</p>

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.

**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:

1. 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
2. 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

	<p>cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>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.</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><b>Pursuant to Malacañang Executive Order No. 170 (Re: Adoption of Digital Payments for Government Disbursements and Collections) issued on 12 May 2022, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements, all payments for this Contract shall be through direct credit to the supplier's deposit account with LANDBANK. Thus, the supplier shall maintain a deposit account with any LANDBANK Branch where the proceeds of its billings under this Contract shall be credited.</b></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></ul> <p>The Supplier shall be paid within sixty (60) calendar days after submission of sales invoice or claim and complete documentary requirements.</p> <p><b>Supplier shall pay taxes in full and on time.</b></p> <p><b>Supplier is, likewise, required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.</b></p>
4	Maintain the GCC Clause.
5	Four (4) years warranty.
6	<p><b>The Supplier has not made and will not make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of this Contract.</b></p> <p><b>The Supplier shall not assign this Contract or sub-contract the performance of any portion of it, without the LBP's prior written name of its assignee/s or subcontractor/s who/which should have a written agreement/s with the Supplier indicating: (i) that the assignee/s or subcontractor/s is aware of and shall abide with the terms and conditions of this Contract, as may be applicable; (ii) that the term of the assignment/sub-contract shall not exceed the term of this Contract; and, (iii) the detailed terms of the assignment/sub-contract.</b></p>

# Technical Specifications

<b>Specifications</b>	<b>Statement of Compliance</b>
<p style="text-align: center;"><b>Supply and Delivery of 70 Units Document Scanner</b></p> <p><b>1. Minimum revised technical specifications and other requirements per attached Revised Annexes D-1 to D-2)</b></p> <p><b>2. The documentary requirements enumerated in Revised Annexes D-1 to D-2 of the Technical Specifications shall be submitted in Eligibility and Technical Component to support the compliance of the Bid to the technical specifications and other requirements.</b></p> <p>Non-submission of the above documents may result in the post-disqualification of the bidder.</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 style="text-align: center;"><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



## AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the acquisition of \_\_\_\_\_ for  
LANDBANK [Name of Department], made and executed by and between:

**LAND BANK OF THE PHILIPPINES (LANDBANK)**, a government banking/financial institution created and existing under and by virtue of the provision of Republic Act No. 3844, as amended, with Head Office address at LANDBANK Plaza Building, No. 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila, represented in this act by **[NAME OF AUTHORIZED REPRESENTATIVE]**, **[Designation-Name of unit being supervised or managed]** per [Board Resolution No. \_\_\_\_\_ or Secretary's Certificate dated \_\_\_\_\_ -*Note: Choose the appropriate document*]; hereinafter called the "Procuring Entity";

- and -

**[NAME OF SUPPLIER or CONTRACTOR or CONSULTANT-*Note: Choose what is applicable*]**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented in this act by **[NAME OF AUTHORIZED REPRESENTATIVE]**, **[Designation-Name of unit being supervised or managed]** per [Board Resolution No. \_\_\_\_\_ or Secretary's Certificate dated \_\_\_\_\_ -*Note: Choose the appropriate document*], hereinafter called the "[Supplier or Contractor or Consultant- *Note: Choose what is applicable*]"

**WHEREAS**, the Procuring Entity invited Bids and procured through Competitive Bidding [certain goods and ancillary services or construction or renovation or professional consulting services-*Note: Choose the appropriate item or project*], viz., the \_\_\_\_\_ for LANDBANK [Name of Department], and has accepted a Bid by the [Supplier or Contractor or Consultant-*Note: Choose what is applicable*] for the [supply of these goods and/or services or execution and completion of such Works-*Note: Choose what is applicable*] in the total sum of **[PHP CURRENCY IN WORDS (IN FIGURES)]**, inclusive of all applicable taxes, hereinafter called the "Contract Price".

### The terms and conditions of this Agreement are as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz
  - (a) General Conditions of the Contract (GCC);
  - (b) Special Conditions of the Contract (SCC);
  - (c) [Terms of Reference or Scope of Work or Technical Specifications-*Note: Choose applicable document*], [Schedule of Requirements- *Note: include for Goods and Services*, Drawings/Plans and Bill of Quantities-*Note: include for Civil Works*];
  - (d) Supplemental or Bid Bulletins, if any;
  - (e) [Supplier's or Contractor's or Consultant's Bid- *Note: Choose applicable bid*], including Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexed, and all other documents submitted (e.g., Bidder's response to request for clarifications

on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation.

- (f) Procuring Entity's Notice of Award dated **[Month Day, Year]** and Bidder's conforme thereto;
- (g) Purchase Order No. **[2023XXXX-XXXX]** dated **[Month Day, Year]**;
- (h) Performance Security in the form of [Cash with Official Receipt No. \_\_\_\_\_ or Cashier's/Manager's Check No. \_\_\_\_\_ or Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond No. \_\_\_\_\_ -*Note: Choose applicable form of security*];
- (i) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. The [Supplier or Contractor or Consultant-*Note: Choose which is applicable*] agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as Notice to Proceed, Amendments to Order, Variation Orders, and Warranty Security, shall likewise form part of the Contract;

Provisions of the attachments shall be observed based on their order of presentation. In case of conflict between the GCCs, SCCs and the [Technical Specifications or Scope of Work or Terms of Reference-*Note: Choose which is applicable*] vis-à-vis the Bid of the [Supplier or Contractor or Consultant-*Note: Choose which is applicable*], the former shall prevail.

- 3. In consideration of the payments to be made by the Procuring Entity to the [Supplier or Contractor or Consultant-*Note: Choose which is applicable*] as hereinafter mentioned, the [Supplier or Contractor or Consultant-*Note: Choose which is applicable*] hereby covenants with the Procuring Entity to provide the [goods and/or services or execution and completion of such Works-*Note: Choose what is applicable*] and to remedy defects therein in conformity in all respects with the provisions of the Contract in accordance with its Bid.
- 4. The Procuring Entity hereby covenants to pay the [Supplier or Contractor or Consultant-*Note: Choose which is applicable*] in consideration of the provision of the [goods and/or services or execution and completion of such Works-*Note: Choose what is applicable*] and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
- 5. This Agreement shall be subject to pertinent budgeting, accounting, and auditing rules and regulations.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at the City of Manila.

**[NAME OF SUPPLIER/CONTRACTOR/CONSULTANT]**

**LAND BANK OF THE PHILIPPINES**

By:

By:

**[SIGNATURE OVER PRINTED NAME]**

**[SIGNATURE OVER PRINTED NAME]**

[Designation]

[Designation]

Date of Signing: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
Supplier

\_\_\_\_\_  
LBP

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public in and for the City of \_\_\_\_\_, personally came and appeared [NAME OF AUTHORIZED REPRESENTATIVE] with ID No. \_\_\_\_\_, in his capacity as [Designation] of [NAME OF SUPPLIER] known to me and to me known to be the same person who executed the foregoing instrument as his free and voluntary act and deed, and he acknowledged before me that he is acting as representative of said corporation and that he has the authority to sign in his capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at the City of \_\_\_\_\_.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_.

## Form No. 6

### Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

I, \_\_\_\_\_, of legal age, \_\_\_\_\_, \_\_\_\_\_, and residing at  
(Name of Affiant) (Civil Status) (Nationality)  
\_\_\_\_\_, after having been duly sworn in accordance with law,  
(Address of Affiant)  
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 \_\_\_\_\_ with office address at \_\_\_\_\_;  
(Name of Bidder) (Address of Bidder)

2. **Select one, delete the other:**

*If a sole proprietorship:* As the owner and sole proprietor, or authorized representative of  
\_\_\_\_\_, I have full power and authority to do, execute and perform any and all acts  
(Name of Bidder)  
necessary to participate, submit the bid, and to sign and execute the ensuing contract for the Land Bank of the  
Philippines, 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 Land Bank of the Philippines, 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. \_\_\_\_\_ is not "blacklisted" or barred from bidding by the Government of the Philippines  
(Name of Bidder)  
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. \_\_\_\_\_ is authorizing the President and CEO of Land Bank of the Philippines or its duly  
(Name of Bidder)  
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 by consanguinity or affinity up to the third level degree 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) HOBAC Secretariat; 5) members of the Technical Working Group, if applicable; 6) personnel of Procurement Department; 7) personnel of the implementing unit or the end-user unit; and 8) project consultants, if applicable;

*If a partnership or cooperative:* None of the officers, members, of \_\_\_\_\_ is related  
(Name of Bidder)

by consanguinity or affinity up to the third civil degree, 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) HOBAC Secretariat; 5) members of the Technical Working Group, if applicable; 6) personnel of Procurement Department; 7) personnel of the implementing unit or the end-user unit; and 8) project consultants, if applicable;

*If a corporation or joint venture:* None of the officers, directors, controlling stockholders of \_\_\_\_\_ is related, by consanguinity or affinity up to the third civil degree,  
(Name of Bidder)

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) HOBAC Secretariat; 5) members of the Technical Working Group, if applicable; 6) personnel of Procurement Department; 7) personnel of the implementing unit or the end-user unit; and 8) project consultants, if applicable;

7. \_\_\_\_\_ has no unsatisfactory performance with its ongoing projects.  
(Name of Bidder)

8. \_\_\_\_\_ complies with existing labor laws and standards; and  
(Name of Bidder)

9. \_\_\_\_\_ is aware of and has undertaken the responsibilities as a Bidder in  
(Name of Bidder)

compliance with the Philippine Bidding Documents, which includes:

- a) Carefully examine 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 & 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. \_\_\_\_\_ did not give or pay directly or indirectly, any commission, amount, fee, or  
(Name of Bidder)  
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 \_\_\_\_\_, 20\_\_\_ 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 \_\_\_\_\_.

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<sup>1</sup> The names of specific LANDBANK officers, employees and consultants being referred to are shown in Annexes F-1 F-2 of the Omnibus Sworn Statement

Form No. 7

SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, of legal age, Filipino, with office address at \_\_\_\_\_, after being sworn to in accordance with law, do hereby certify that:

1. I am the incumbent and duly designated Corporate Secretary of \_\_\_\_\_, organized and existing in accordance with law, with principal office at the above-stated address;
2. As Corporate Secretary, I am the custodian of the corporate books and records, including the Minutes of Meetings and Resolutions of the Board of Directors;
3. The Board of Directors issued Board Resolution No. \_\_\_\_\_ on \_\_\_\_\_, to wit:

***If only one person is the authorized signatory***

"Resolved, that Mr./Ms. (Name and Position/Designation of Authorized Signatory) is our authorized signatory to represent our company, to sign and authenticate all the bidding documents for the [Name of Procurement Project] (and to sign the resulting contract – Note: Add this phrase if the authorized signatory to sign award documents is the same) by affixing his/her signature thereon as required in the Instructions to Bidders and with full power and authority to do, execute and perform all acts necessary".

***If one or more persons, acting singly, are the authorized signatories:***

"RESOLVED, that Messrs./Misses (Name and Position/Designation of Authorized Signatory) OR (Name and Position/Designation of Authorized Signatory) OR (Name and Position/Designation of Authorized Signatory) are our authorized signatories to represent our company, to sign and authenticate all the bidding documents for the [Name of Procurement Project] (and to sign the resulting contract – Note: Add this phrase if the authorized signatories to sign award documents are the same) by affixing his/her/their signature thereon as required in the Instructions to Bidders and with full power and authority to do, execute and perform all acts necessary".

The above-cited authorization has not been amended, modified and/or superseded and is therefore still in full force and effect.

4. This Certification is being issued to attest to the truth of the foregoing.

Signed this \_\_\_\_\_ in \_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

SUBSCRIBED and SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, with competent IDs represented.

NOTARY

PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_.

## 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 Revised 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.
- **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. Section VII – Revised 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).

***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)]**
  
- 14. Brochures or other official documents coming from the manufacturer indicating the complete specifications of the offered brand/model.
  
- 15. List of names with resume of the service technicians.
  
- 16. List of service centers and list of local parts center/depot/reseller (with complete address, contact person and contact details). Principal/Dealer must have at least 1 service center or service technician and authorized reseller of consumables in the following areas:
  - 16.1 Region I or Cordillera Administrative Region – preferably La Union and/or Pangasinan
  - 16.2 Region II - preferably Santiago City
  - 16.3 NCR or Regions III or IV – preferably National Capital Region
  - 16.4 Bicol and Samar – preferably Legazpi
  - 16.5 Regions VI or VII or Leyte – preferably Cebu City
  - 16.6 Mindanao – preferably Davao City
  
- 17. **Manufacturer's authorization or any equivalent document 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 (sample form - Form No.9).**

- **Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:**
  18. 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.
  19. Latest Income Tax Return filed manually or through EFPS.
  20. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
  21. Original copy of duly notarized revised Omnibus Sworn Statement (OSS) (sample form - Form No.6).
  22. Duly notarized revised 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).

***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.***

## RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

<b>DATE</b> July 5, 2023	COPY DATA SYSTEMS CORPORATION
<b>PROJECT IDENTIFICATION NO.</b>	ITB-GS-20230530-01
<b>PROJECT NAME</b>	Supply and Delivery of Seventy (70) Units Document Scanner
<b>PROPONENT UNIT/TECHNICAL WORKING GROUP</b>	SYSTEMS IMPLEMENTATION DEPARTMENT

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK'S RESPONSES
	D. Bidder must have 100 installed base of document scanners.	"In order for the bank to encourage more bidders to participate for the project and have more playing field, may we suggest for your consideration to relax your requirements of the submission of the 100 units installed based document scanner".	➤ Retain the 100 installed base of document scanners requirement.

" ANNEX G "