

SUPPLEMENTAL/BID BULLETIN NO. 1

PROJECT : **Uninterruptible Power Supply under Framework Agreement (5 Lots) under Project Identification No. LBP-GIBAC-FRA-GS-20250117-01**

IMPLEMENTOR : **Bids and Awards Committee for Goods and Infrastructure (GI-BAC)**

DATE : **April 3, 2025**

This Supplemental/Bid Bulletin is issued to modify, amend and/or clarify specific items in the Bidding Documents. It shall form an integral part of the Bidding Documents.

Modification, amendment and/or clarification:

1. The Terms of Reference (Annexes D-1 to D-6), Technical Specifications (Section VII) and Checklist of Bidding Documents (Item No. 11 of Technical Documents and Item No. 18 of Post-bidding Documents/Requirements) have been revised. Please see attached revised Annexes D-1 to D-6 and specific sections of the bidding documents.
2. Response to bidder's query/clarification per attached Annexes H-1 and H-2.

By the authority of the GI-BAC:



HONORIO T. DIAZ, JR.
Head, GI-BAC Secretariat

Technical Specifications

Specification	Statement of Compliance
	<p>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either "Comply" or "Not Comply"</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>
Uninterruptible Power Supply (UPS, under Framework Agreement)	Please state here either "Comply" or "Not Comply"
Lot 1 - North and South NCR Branches Group	Please state here either "Comply" or "Not Comply"
Lot 2 - North and Central Luzon Branches Group	Please state here either "Comply" or "Not Comply"
Lot 3 - South Luzon Branches Group	Please state here either "Comply" or "Not Comply"
Lot 4 - Visayas Branches Group	Please state here either "Comply" or "Not Comply"
Lot 5 - Mindanao Branches Group	Please state here either "Comply" or "Not Comply"

Notes: (For All Lots):

1. Terms of Reference and specifications per attached **Revised Annexes D-1 to D-6**.
2. Documentary requirements enumerated in **Revised Annexes D-1 and D-2** of the Terms of Reference shall be submitted in Eligibility and Technical Component to support the compliance of the Bid to the technical specifications and other requirements and Bill of Quantities (Annex E).

Non-submission of the documentary requirements enumerated in said Annexes may result in the post-disqualification of the bidder.

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

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.
9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder.

○ **Technical Documents**

- Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
- Section VI – Framework Agreement List with signature of bidder's authorized representative.
- **Revised Section VII** – Specifications with response on compliance and signature of bidder's authorized representative.
- 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.

○ **Post-bidding Documents/Requirements – [The Lowest Calculated Bidder must submit the following documents/requirements within five (5) calendar days from the date of bidding]:**

14. Copy of Contracts/Purchase Orders or equivalent documents with corresponding Certificate of Completion/Acceptance as proof that the bidder has completed contracts during 2022, 2023 and 2024, with the following details:

- Clients
 - Addresses
 - Name of Project
 - Contact Persons and Number
15. List of at least three (3) different institutional clients in the Philippines with addresses, contact persons and contact details including Certificate of Completion/Acceptance as proof that the bidder has installed a minimum of thirty (30) units for each type of UPS (6.0kVA and 1.0kVA) using the brand being offered.
 16. Certificate of availability of the following:
 - 16.1 In-house load bank;
 - 16.2 24 hours service engineer/crew for emergency repair.
 17. List of at least three (3) highly trained technicians with their respective bio-data and training certificate issued by the manufacturer of offered product.
 18. List of at least one (1) service center **in the following areas:** NCR; North and Central Luzon; South Luzon and Bicol; Visayas; and Mindanao, with complete address and contact numbers.
 19. Manufacturer's Authorization or Back-to-Back Certification to prove that the bidder is an authorized seller/distributor of the offered product and/or other supporting documents.
 20. Official brochure of the offered brand/model which shall be verifiable from the manufacturer's website. Demo units will no longer be required for bidders who had previously passed the post-qualification, however, if a different model or brand is being offered, a demo unit is required as post-qualification requirement.
 21. Print out of the Homepage of the manufacturer's website showing the URL (web address) of the offered product and its technical specifications.
 22. Certification from a governing body [Bureau of Product Standards (PS), Underwriters Laboratories (UL), European Conformity (EC) or International Organization for Standardization ISO 9001: 2015, whichever is applicable] on the offered product or its manufacturer.
- **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 Omnibus Sworn Statement (OSS) (sample form - Form No.6).
22. 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 Bill of Quantities Form 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.

TERMS OF REFERENCE

A. Name and Description of the Project:

Framework Agreement for the following Uninterruptible Power Supply (UPS):

Branches Group	6.0KVA	1.0KVA
North and South NCR Branches Group (NCRBG) – NCR	45 units	40 units
North Luzon Branches Group (NCLBG) - Region 1, 2, 3 & CAR	50 units	80 units
South Luzon Branches Group (SLBG) - Region 4A, 4B & 5)	50 units	60 units
Visayas Branches Group (VBG) - Region 6, 7 & 8	45 units	100 units
Mindanao Branches Group (MBG) - Region 9, 10, 11, 12, 13, & BARM	50 units	70 units
Total Units	240 units	350 units

B. Objective:

1. To provide continuous Banking operations and other services during power failure.
2. To protect various computers, office equipment and ATM (Onsite and Offsite) units.

C. Project/Services Requirement and Technical Specification:

REQUIREMENTS	DOCUMENTATIONS
1. Prospective UPS contractor must have satisfactorily completed/installed a minimum of thirty (30) units for each type of UPS (6.0kVA and 1.0KVA, minimum) using the brand being offered for three (3) years	Three (3) contracts or purchase orders or equivalent documents with corresponding Certificate of Completion/Acceptance completed in the last three (3) years, (2022, 2023 and 2024) with the following details: <ol style="list-style-type: none"> 1. Clients 2. Addresses 3. Name of Project 4. Contact Person and Numbers
2. Prospective UPS contractor shall have the following mandatory requirement: <ol style="list-style-type: none"> a. In-house load bank b. 24 hours service crew for emergency repair 	Certification that the prospective UPS contractor has said requirements.
3. Prospective UPS contractor shall have highly trained technicians who are its regular employees	List of at least 3 highly trained technicians with their respective bio-data and training certificate issued by the manufacturer of offered product
4. List of quoted brand/model shall have at least one authorized service center in the following areas: <ol style="list-style-type: none"> a. NCR; b. North and Central Luzon; c. South Luzon and Bicol; 	List of service centers (with complete address and contact numbers)

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d. Visayas; and e. Mindanao	
5. The UPS contractor must be an authorized distributor of the offered product	Manufacturer's Authorization or Back-to-Back Certification
6. The offered product must have brochures showing the product complete specifications and demo unit	Official brochure of the offered brand/model shall be verifiable from the manufacturer's website. Demo units will no longer be required for bidders who had previously passed the post qualification, however, if a different model or brand will be offered, a post qualification is required.
7. The specifications of the offered product shall be verifiable from the website of the manufacturer	Print-out of the Homepage of manufacturer's website showing the URL (web address)
8. The offered product or its manufacturer must be authorized and certified by the approving/governing body	Bureau of Product Standards (PS), Underwriters Laboratories (UL), European Conformity (CE) or ISO certifications, whichever is available

Technical Specification

1. 1.0KVA Uninterruptible Power Supply

Input	Display	LCD Display
	Capacity	1000 VA / 900 Watts
	Voltage	220V/ 230 V
	Voltage Window (minimum – maximum)	120 VAC to 300 VAC
	Frequency	60 Hz
	Frequency Window	+ / - 2 Hz
Output	Power Factor	0.90, minimum
	Voltage (On Battery)	220 V
	Voltage Regulation	+ / - 1 %
Battery	Battery Type	Lead Acid Battery, Maintenance Free
	Back-up time	2 mins, minimum at full load (900 watts)
Protection	<ol style="list-style-type: none"> 1. Overload and Short Circuit Protection 2. Over and under voltage protection 3. Surge/Spike protection 	

Technical Specification		
2. 6.0KVA Uninterruptible Power Supply		
Particulars	Unit	LANDBANK Technical Specification
Capacity	VA(S)/W(P)	6000/5400
INPUT	Voltage Range (minimum – maximum)	V 110 - 276
	Frequency Range (minimum – maximum)	Hz 40 to 70
	Phase	Single
	Power Factor (minimum)	0.90, minimum
	Wires	3 – 8.0mm sq. wire (Royal Cord – 3 meters)
OUTPUT	Voltage	V 220/240
	Voltage regulation	2% max
	Frequency (Synchronized Range)	Hz 40 to 70
	Wires	3 – 8.0mm sq. wire (Royal Cord – 3 meters)
BATTERY	Type	Lead Acid Battery, Maintenance Free
	Backup Time	5 mins, minimum at full load (5,400 watts)
	Recharge Time	8 hrs charge to 90%
	Location/Position	Internal
INDICATOR	LED/LCD	Load Level, Battery Level, I/O Voltage, Bypass mode information, Voltage, Current, Frequency, Temperature & fault code
PROTECTION		1. Overload and Short Circuit Protection
		2. Over and Under Voltage Protection
		3. Surge/Spike Protection
	Noise Level	55 dB @ 1 meter (max)
	Rack	Tower Type with 4 pcs caster wheels
	Maintenance Bypass Switch	Breaker Type/Rotary Switch

D. Scope of Project/Services

- a. Supply, delivery, installation, testing and commissioning of 6.0KVA UPS at various LANDBANK Field Units;
- b. Supply and delivery of 1.0KVA UPS at the servicing Branch of LANDBANK Offsite ATMs
- c. All works shall conform to the provisions (latest edition) of the Philippine Electrical Codes and other applicable laws and regulations;
- d. In line with the Bank's Environmental Management System (EMS) program and being an ISO 14001 certified institution, the winning contractor/supplier are required to use appropriate equipment, hand tools and personal protective gears and equipment during the installation;
- e. All UPS unit delivered at the site must have the contact information of the UPS contractor;
- f. The UPS contractor shall coordinate his works closely with the works of other trades concerned;
- g. The UPS contractor shall provide the PMED and field units with the list of their installer/s prior to the actual installation;
- h. The UPS contractor shall exercise extreme caution and be responsible in the hauling/transfer of the equipment to prevent damage to the delivery site. The corresponding cost to repair or replace the office equipment, facilities including parts and components damaged or lost by the UPS contractor or its workers during the course of the project shall be deductible/chargeable to the UPS contractor;
- i. The UPS contractor shall be liable for any harm, damage or injury that may be sustained or suffered by its own crew/workers while in the performance of their duties/job under this project;
- j. The UPS contractor shall be held directly responsible for any injury to person and/or damage to Bank's property arising from the act, whether partial, contributory, or due entirely to the fault, negligence and/or dishonesty of the contractor's personnel in the course of their duties;
- k. Response time for all service calls (repair and/or maintenance works) shall be made by the UPS contractor within 24 hours upon receipt of telephone report of the Branch Head or its authorized representative/s; For Field units and remote sites, the supplier shall give feedback to End-user thru email or telephone call.

E. Delivery Schedule

Region	6.0kVA Delivery and Installation (in Calendar days)	1.0kVA Delivery (in Calendar days)
NCR	7	5
I	11	7
II	11	7
CAR	11	7
III	7	5
IV-A	7	5
IV-B	9	5
V	11	7
VI	14	10
VII	14	10

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VIII	14	10
IX	19	15
X	19	15
XI	19	15
XII	19	15
XIII	19	15
BARMM	19	15

Note: 1. Reckoned from receipt of any written Advice (email, letter, etc) from the End-user
 2. 30cd and 4cd delivery and installation period for LANDBANK Batanes Branch
 3. Refer to www.landbank.com/find-us for the list of LANDBANK Branches and field units

Above delivery period shall commence after receipt of the Call-Off Order from Project Management and Engineering Department.

F. Payment Terms:

4. Request for payment for every completed project/installation shall be entertained after the final turn-over and acceptance of the project and upon submission of documents below:

Document	Description	Due Date of Submission
a. Warranty Certificate	Warranty Certificate with inclusive date	Upon installation for 6.0 KVA and upon delivery for 1.0KVA
b. Certificate of Acceptance	Certificate duly noted by the Head or its authorized representative that the UPS has been delivered and/or installed and is operational.	
c. Manuals	Operation and Preventive Maintenance Manual	

5. Payment is subject to the Bank's Accounting Rules and Regulations.

G. Updated Tax Clearance

Updated Tax Clearance shall be presented by the supplier/contractor in accordance with Executive Order No. 398, Series of 2005 and BIR Regulations No.17-2024 prior to final settlement of government contracts.

H. Liquidated Damages

If the winning bidder fails to deliver any or all of the goods and/or services within the period/s specified in this Contract, the Bank shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.001) of the price of the unperformed portion of the goods and/or services for each day of delay based on the approved contract. LANDBANK need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to contractor. In case the total sum of liquidated damages reached

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ten percent (10%) of the total contract price, LANDBANK may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

I. Pre-Termination/Termination of Contract

Pre-termination/Termination of Contract shall be governed by the guidelines on Termination of the Contract per Annex "I" of the 2016 Revised Implementing Rules and Regulations

In addition to the grounds under the said Guidelines for Contract Termination the following are also grounds for pre-termination/termination:

- Failure by the service provider to perform its obligation thereon;
- Unsatisfactory Performance by the service provider within the contract duration

J. Warranty

<p>4. Warranty</p> <p>a. Workmanship and Unit</p> <p>b. Battery</p>	<p>For 6.0kVA and 1.0kVA</p> <p>Three (3) year warranty against factory/manufacturing defects on equipment, components and parts supplied and against faulty workmanship to commence upon delivery and installation at the project sites.</p> <p>Two (2) years warranty against factory/manufacturing defects on equipment, components and parts supplied to commence upon receipt of final turn-over and acceptance documents.</p> <ul style="list-style-type: none">• All equipment, parts and components found defective during and within the warranty period shall be immediately replaced without additional cost to the bank.• Within the warranty period, a service unit must be provided if the installed UPS will be pulled out for repair/check-up.
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RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

DATE	March 31, 2025
PROJECT IDENTIFICATION NO	LBP-GIBAC-FRA-GS-20250117-01
PROJECT NAME	Uninterruptible Power Supply (Framework Agreement) LBP-GIBAC-FRA-GS-20250117-01
PROPONENT UNIT/TECHNICAL WORKING GROUP	PMED

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK'S RESPONSES
1	<p>Project/Services Requirement and Technical Specification: Requirements No. 1</p> <p>Prospective UPS contractor must have satisfactorily completed/installed a minimum of thirty (30) units for each type of UPS (6.0kVA and 1.0KVA) using the brand being offered for three (3) years</p>	<p>Would you consider 6.0KVA and 2.0 KVA UPS as satisfactorily completed/installed units?</p>	<p>Submission of 6.0 KVA and 2.0 KVA are accepted as discussed during the Pre-Bid conference last March 27, 2025.</p> <p>Said requirement will be included in the Bid Bulletin to be issued in this project.</p>
2	<p>Project/Services Requirement and Technical Specification: Documentation No. 1</p> <p>Three (3) contracts or purchase orders or equivalent documents with corresponding Certificate of Completion/Acceptance completed in the last three (3) years, (2022, 2023 and 2024) with the following details:</p> <ol style="list-style-type: none"> 1. Clients 2. Addresses 3. Name of Project 4. Contact Person and Numbers 	<p>Can we offer an aggregate P.O/contracts issued by One (1) client, for which the total quantity of the UPS installed is 30 units for each type of UPS?</p> <p>Example:</p> <p>Client 1: PO No. 1 – 10 units (6KVA) PO No. 2 – 10 units (6KVA) PO No. 3 – 10 units (6KVA) PO No. 4 – 10 units (2KVA) PO No. 5 – 10 units (2KVA) PO No. 6 – 10 units (2KVA)</p>	<p>The prospective supplier/s are required to submit Three (3) contracts or purchase orders or equivalent documents.</p> <p>Each contract or purchase order must have a minimum of thirty (30) units for each type of UPS which was also discussed on the previous pre-bid conference</p>

ANNEX H-1

RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

DATE	March 31, 2025
PROEJECT INDENTIFICATION NO.	LBP-GIBAC-FRA-GS-20250117-01
PROJECT NAME	Uninterruptible Power Supply (Framework Agreement) LBP-GIBAC-FRA-GS-20250117-01
PROPONENT UNIT	PMED

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK's RESPONSES
3	This has reference to Framework Agreement Article III – Consideration (p.56 of the ITB). *... THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-Off.	Pantronics International Corporation is requesting to insert the highlighted phrases on the Agreement: "The Procuring Entity have the option to purchase ANY BUT NOT LESS THAN 50% OR HALF OF THE TOTAL QUANTITY PER LOT or all of the Framework Agreement list through the issuance of Call-Off"	Denied
4	Section III – Bid Data Sheet 5.3.a Aggregated Completed Contracts	Can we add 3 or more similar contracts and the largest of these similar contracts is equivalent to at least twenty five percent (25%) of the ABC of this Project	Yes

ANNEX H 2