

PHILIPPINE BIDDING DOCUMENTS

Two (2) Years Shared Cyber Defense Solution for the Insurance Cluster



Land Bank of the Philippines

LANDBANK Plaza Building

1598 M.H. Del Pilar corner Dr. J. Quintos Streets

1004 Malate, Manila

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as Proposal and Tender. (2016 revised IRR, Section 5[c]).

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d]).

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e]).

BIR – Bureau of Internal Revenue

BSP – Bangko Sentral ng Pilipinas

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i]).

CDA - Cooperative Development Authority

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CBD 2- Corporate Banking Department 2

CIF – Cost Insurance and Freight

CIP – Carriage and Insurance Paid

CPI – Consumer Price Index

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid”

DTI – Department of Trade and Industry

EFPS – Electronic Filing and Payment System

EXW – Ex works

FCA – “Free Carrier” shipping point

FOB – “Free on Board” shipping point

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019).

GFI – Government Financial Institution

GOCC – Government-Owned and/or-Controlled Corporation

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r]).

GOP – Government of the Philippines

GPPB – Government Procurement Policy Board

IC – Insurance Commission

INCOTERMS – International Commercial Terms

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as civil works or works. (2016 revised IRR, Section 5[u]).

LGUs – Local Government Units

LIBI – LANDBANK Insurance Brokerage, Inc.

NFCC – Net Financial Contracting Capacity

NGA – National Government Agency

OR – Official Receipt

PAO – Payment Acceptance Order

PBCR – Pre-Bid Conference Registration

PhilGEPS – Philippine Government Electronic Procurement System

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019).

Prospective Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who are given the opportunity to attend the pre-bid conference and raise questions or clarifications regardless whether they purchased the bidding documents or not (GPPB NPM No. 060-2017 dated December 21, 2017).

Project Identification Number (PIN) – number assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website

PSA – Philippine Statistics Authority

PT – Percentage Tax

SEC – Securities and Exchange Commission

SFTF – Secure File Transfer Facility

SLCC – Single Largest Completed Contract

SME-MLD 2 – Small and Medium Enterprises – Market Lending Department 2

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations

VAT- Value Added Tax

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Section I. Invitation to Bid



Land Bank of the Philippines

INVITATION TO BID FOR

Two (2) Years Shared Cyber Defense Solution for the Insurance Cluster

1. The BUREAU OF TREASURY (BTr), GOVERNMENT SERVICE INSURANCE SYSTEM (GSIS), SOCIAL SECURITY SYSTEM (SSS), and PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC), through their respective 2023 & 2024 Corporate Operating Budgets approved by their respective Board of Directors intends to apply the total sum of Three Hundred Four Million Pesos Only (P304,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Two (2) Years Shared Cyber Defense Solution for the Insurance Cluster with Project Identification Number LBP-HOBAC-ITB-GS-20230725-01. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The LANDBANK now invites bids for Two (2) Years Shared Cyber Defense Solution for the Insurance Cluster with Project Identification Number LBP-HOBAC-ITB-GS-20230725-01. The contract period is indicated in Section VI (Schedule of Requirements). Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information and/or shortened electronic copy of the Bidding Documents by contacting LANDBANK – Procurement Department at the telephone numbers and email address given below during banking days from 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents in electronic format may be acquired by interested Bidders on **August 24 to September 22, 2023** from LANDBANK – Procurement Department upon payment of the non-refundable Bidding Documents Fee, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifty Thousand Pesos Only (P50,000.00).

The Bidding Documents Fee may be paid at any LANDBANK Branch or through the LANDBANK online payment platform Link.BizPortal provided a Payment Acceptance Order (PAO) is secured first from LANDBANK – Procurement Department. The steps to follow in the payment of the Bidding Documents fee through the LANDBANK Link.BizPortal are found in Annex A of the Bidding Documents.

To obtain a PAO, interested Bidders shall send a request email to **LBPHOBAC@mail.landbank.com** with subject “PAO – LBP-HOBAC-ITB-GS-20230725-01” as its subject. The specific instructions on how to pay the Bidding Documents Fee and receive the Bidding Documents shall be provided in the reply email of LANDBANK to the interested Bidders.

The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the LANDBANK website, provided that Bidders shall pay the corresponding cost of Bidding Documents not later than the submission of their bids.

6. The LANDBANK will hold a Pre-Bid Conference on **September 8, 2023 – 2:00 P.M.** through videoconferencing using Microsoft (MS) Teams application.

Interested Bidders who would like to participate in the said conference must send a duly filled-up Pre-Bid Conference Registration (PBCR) Form (Annex B of the Bidding Documents) to **LBPHOBAC@mail.landbank.com** on or before **12:00 noon of September 6, 2023**. The PBCR Form can also be downloaded from the PhilGEPS website, LANDBANK website (<https://landbank.com/forms>) or requested from Ms. Jeah Chrysel L. Escalona at **JESCALONA@landbank.com**. Interested Bidders shall state “PBCR – LBP-HOBAC-ITB-GS-20230725-01” in their request email as subject. The specific instructions on how to join the Pre-Bid Conference shall be provided by LANDBANK to the interested Bidders through email.

For new bidders, a briefing on salient provisions of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 and pointers in the preparation of bids shall be conducted on **September 6, 2023 – 4:00 P.M.** through videoconferencing using MS Teams application.

7. All bids shall be submitted electronically on or before the 10:00 A.M. deadline on **September 22, 2023**. Only electronic bids that are successfully uploaded to the Secure File Transfer Facility (SFTF) of LANDBANK on or before the deadline shall be accepted. Submission of physical bid (hard copy) shall not be accepted. The prescribed procedures in the submission and opening of electronic bids are stated in the Detailed Procedures in Submission and Opening of Electronic Bids (Annexes C-1 to C-8 of the Bidding Documents). Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **September 22, 2023** through videoconferencing using Microsoft (MS) Teams application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The LANDBANK reserves the right to (a) reject any and all bids at any time prior to the award of the contract; (b) waive any minor formal requirements in the bid documents; (c) accept such bids it may consider to be advantageous and beneficial to the Bank; (d) declare a failure of bidding; or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Mr. Alwin I. Reyes
Vice President
Head, Procurement Department
1598 M.H. Del Pilar cor. Dr. J. Quintos Sts.
1004 Malate, Manila
Tel. (+632) 8-522-0000 or 8-551-2200 local 7370
Email: LBPHOBAC@mail.landbank.com

REYNALDO C. CAPA
Senior Vice President
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidder

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1. Scope of Bid

The Procuring Entity, LANDBANK wishes to receive Bids for the Two (2) Years Shared Cyber Defense Solution for the Insurance Cluster with Project Identification Number LBP-HOBAC-ITB-GS-20230725-01.

The Procurement Project (referred to herein as “Project”) is composed of sublots per agency, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2023 & 2024 in the amount of Three Hundred Four Million Pesos Only (P304,000,000.00).

2.2. The source of funding is the 2023 & 2024 Corporate Operating Budgets of the respective Insurance Cluster.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of R.A. No. 9184 and its 2016 Revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

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.

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a Pre-Bid Conference for this Project on the specified date and time through videoconferencing using Microsoft (MS) Teams application as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 Revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 Revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 Revised IRR of RA No. 9184.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18. Domestic Preference

The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 Revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 Revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded by sublots per agency.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 Revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | | | | | | | | |
|---|--|----------------------|--------------------------------|---|----------------|---|---|----------------|
| 5.3 | <p>In view of the determination by LANDBANK that the imposition of the provisions of Section 23.4.1 of IRR of RA 9184 will likely result to failure of bidding/monopoly that will defeat the purpose of public bidding, the Bidder should comply with the following requirements:</p> <p style="margin-left: 40px;">a. The Bidder must have completed a contract that is similar to this 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 of this Project.</p> <p style="text-align: center;">or</p> <p style="margin-left: 40px;">b. The Bidder must have completed at least two (2) contracts similar to this Project, the aggregate amount of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC for this Project, and the largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC for this Project.</p> <p>A contract shall be considered similar to this Project if it involves <u>Information Technology Security hardware and/or software</u>. Moreover, it must have been completed within five (5) years prior to the set deadline for the submission and receipt of bids.</p> | | | | | | | |
| 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" data-bbox="371 1346 1391 1953"> <thead> <tr> <th data-bbox="371 1346 940 1429">Form of Bid Security</th><th data-bbox="940 1346 1391 1429">Minimum Amount of Bid Security</th></tr> </thead> <tbody> <tr> <td data-bbox="371 1429 940 1536">(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;</td><td data-bbox="940 1429 1391 1771" rowspan="2">₱ 6,080,000.00</td></tr> <tr> <td data-bbox="371 1536 940 1771">(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 data-bbox="371 1771 940 1953">(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 data-bbox="940 1771 1391 1953">₱15,200,000.00</td></tr> </tbody> </table> | Form of Bid Security | Minimum Amount of Bid Security | (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank; | ₱ 6,080,000.00 | (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. | ₱15,200,000.00 |
| Form of Bid Security | Minimum Amount of Bid Security | | | | | | | |
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank; | ₱ 6,080,000.00 | | | | | | | |
| (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. | ₱15,200,000.00 | | | | | | | |

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| | <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> <p>If the bidder opts to pay through the LANDBANK Link.BizPortal, the steps to follow are found in Annex A of the Bidding Documents. The Payment Confirmation shall serve as proof of payment of the cash bid security.</p> <p>2. If bid security is in the form of cashier's/manager's check, the check should be payable to LAND BANK OF THE PHILIPPINES.</p> <p>3. If in the form of bank draft/guarantee, the bidder may use the standard format of the issuing Bank, provided that the Project Title and Project Identification Number are indicated therein.</p> <p>4. If in the form of Standby Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises – Market Lending Department 2 (SME-MLD 2) with the following contact details:</p> <p>(a) CBD 2 - 18th Floor, LANDBANK Plaza Building Telephone No. 8-405-7345 local 2117 (For Assets 1 Billion and up)</p> <p>(b) SME-MLD 2 - 18th Floor, LANDBANK Plaza Building Telephone No. 8-405-7431 local 7431 (For Assets below 1 Billion)</p> <p>5. If in the form of surety bond, it should be issued by a surety or insurance company duly accredited by the Insurance Commission (IC) and has not been issued a cease-and-desist order by the IC or is currently not included in the list of blacklisted firms.</p> <p>The surety bond may be secured through LANDBANK Insurance Brokerage, Inc. (LIBI) with the following contact details:</p> <p>(a) LIBI-Forex 14th Floor, LANDBANK Plaza Building Telephone No. 8-710-7114 (Every Tuesday and Thursday)</p> <p>(b) 12th Floor, SSHG Law Center Bldg. 105 Paseo de Roxas, Legaspi Village, Makati City Telephone Nos. 8-812-4911 and 8-867-1064</p> <p>Surety bonds with the following or similar conditions/phrases shall not be accepted:</p> <p>(a) "In case of default by the Principal, this bond shall only answer for the difference in the bid price of the winning bidder and that of the next lowest</p> |
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| | <p>complying bidder or that of the new winning bidder in case of re-bidding plus necessary expenses incurred by the Obligee in the re-bidding which liability shall in no case exceed the amount of the bond"; or</p> <p>(b) "That the amount of liability of the Surety under this bond is limited to the actual loss or damage sustained and duly proven by the Obligee."</p> <p>6. If in the form of Bid Securing Declaration, the attached Form No. 8 of the Bidding Documents must be used.</p> <p>7. A scanned copy of the bid security (i.e. LANDBANK Official Receipt and/or and/or Payment Confirmation and/or Manager's/Cashier's Check and/or Bank Draft/Guarantee and/or Surety Bond and/or Bid Securing Declaration) shall be included in the Eligibility and Technical Proposal/Documents. In the case of cashier's/manager's check bid security, the physical check must be delivered to and received by LANDBANK-Procurement Department not later than 5:00 P.M. of the following banking day after the opening of bids. In the case of the other forms of bid security, the physical document must be submitted to LANDBANK-Procurement Department during the post-qualification stage.</p> |
| 15 | <p>The electronic bid shall consist of two identical copies of archived/compressed files (Copy 1 and Copy 2). The archived/compressed files shall be labelled with bidder's assigned short name, last six (6) digits of the bidding reference number including the parenthesis if there are any, and bid copy number, each separated with a dash sign. Thus, for a project with bidding reference number LBPHOBAC-ITB-GS-20230725-01 that XYZ Company wants to bid on, the archived/compressed files shall be labelled as XYZ-072501-C1 (for Copy 1) and XYZ-072501-C2 (for Copy 2). Copy 1 shall serve as the primary file while Copy 2 shall be the backup file. The archived/compressed files shall be generated using either WinZip, 7-zip or WinRAR and password-protected.</p> <p>The above mentioned archived/compressed files shall contain the Technical Component and Financial Component files in PDF format. These PDF files shall be labelled with bidder's assigned short name, last six (6) digits of the bidding reference number including the parenthesis if there are any, and the word "Tech" or "Fin" in the case of the Technical Component and Financial Component, respectively, each separated with a dash sign. Thus, using the above example, the archived/compressed files XYZ-072501-C1 and XYZ-072501-C2 shall both contain the PDF files labelled XYZ-072501-Tech and XYZ-072501-Fin.</p> <p><u>All the required documents for each component of the bid shall be in one (1) PDF file and sequentially arranged as indicated in the Checklist of Bidding Documents.</u> The documents must be signed by the authorized signatory/ies when required in the form.</p> <p><u>The archived file and the PDF files shall be assigned with a different password</u> and these passwords shall be disclosed by the bidder only upon the instruction of HOBAC during the actual bid opening. The passwords for Copy 1 and Copy 2 shall be the same.</p> <p>Electronic bids that are not assembled, labelled and password-protected in accordance with these procedures shall not be rejected/disqualified but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The HOBAC/LANDBANK shall assume no responsibility for the non-</p> |

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| | <p>opening or premature opening of the contents of the improperly assembled, labelled and password-protected electronic bid.</p> <p>In case of modification of bid, a modified version of Copy 1 and Copy 2 of the bid (archived/compressed) files shall be uploaded to the SFTF. The qualifier "Mod" and a numeric counter indicating the number of times that the bid had been modified shall be added at the end of the filenames of both the archived and PDF files. Using again the earlier example, the sample labels and contents of the modified bid shall be as follows: a) First Modification: XYZ-072501-C1-Mod1 and XYZ-072501-C2-Mod1 containing XYZ-072501-Tech-Mod1 and XYZ-072501-Fin-Mod1, and b) Second Modification: XYZ-072501-C1-Mod2 and XYZ-072501-C2-Mod2, containing XYZ-072501-Tech-Mod2 and XYZ-072501-Fin-Mod2]. Only the latest modified bid shall be opened while the rest of the superseded bids will be rejected.</p> |
| 16 | <p>All bids shall be submitted electronically on or before the 10:00 A.M. deadline on <u>September 22, 2023</u>. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.1. Only electronic bids that are successfully uploaded to the Secure File Transfer Facility of LANDBANK on or before the deadline shall be accepted. The procedures that will be followed in the submission and opening of electronic bids are described in the Detailed Procedures in Submission and Opening of Electronic Bids per attached Annexes C-1 to C-7. The electronic bid shall be submitted by uploading the same in the LBP SFTF (please refer to the Guide in Accessing LBP Secure File Transfer Facility per attached Annexes C-4 to C-7).</p> <p><u>Electronic bids received after the set deadline basing on the date and time on the electronic folders of bidders shall not be accepted by the HOBAC.</u> Thus, bidders are requested to upload their electronic bids at least two (2) hours before the set deadline.</p> <p>The prospective bidder shall receive an acknowledgement receipt via email after successful uploading of its/his/her electronic bid. If no email is received within one (1) hour after successful uploading, the bidder shall call the HOBAC Secretariat at (02) 8522-0000 locals 2609, 7746, 2979, and 2956 to confirm whether the submission has been received, and if so, request for the acknowledgment of receipt of the electronic bid.</p> |
| 17 | <p>On the bid opening date, the bidder shall confirm its/his/her participation in the online meeting with the HOBAC Secretariat at least one (1) hour before the scheduled meeting. The bidder shall be able to log in into MS Teams and join the Waiting Room of the HOBAC meeting. A maximum of two (2) accounts/connections per participating interested bidder shall be allowed to join the meeting.</p> <p>Projects with participating bidders in attendance shall be given priority in the queuing.</p> <p>Upon the instruction of the HOBAC Chairperson to start the bid opening activity, the HOBAC Secretariat connects the participating bidder/s to the videoconferencing/group calling session. The HOBAC Secretariat shall record the session and act as Moderator of the meeting all throughout.</p> <p>In case a bidder cannot connect to the videoconferencing via MS Teams application, the HOBAC Secretariat shall contact the bidder concerned through its registered mobile phone/landline telephone up to a maximum of three (3) call attempts with five (5) minutes interval after each call attempt. A text message advising the bidder</p> |

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| | <p>that the public bidding has already started will also be sent by the HOBAC Secretariat. If the HOBAC Secretariat still cannot contact the bidder after the said allowable call attempts or the bidder is unable to contact the HOBAC Secretariat to provide the passwords needed to open its electronic bids when required by the HOBAC, the bidder concerned shall be disqualified from further participating in the bidding process.</p> <p>Once the connections are in place, the HOBAC, with the assistance of the HOBAC Secretariat, retrieves the archived file from the LBP SFTF and opens the same. The Technical Proposal shall be opened first. Upon instruction from the HOBAC, the bidder concerned shall disclose the passwords for the archived file and the PDF file of the Technical Component.</p> <p>The HOBAC then determines the eligibility and compliance with the technical requirements of the specific bidder using a nondiscretionary “pass/fail” criterion. Only bidders that have been rated “Passed” shall be allowed to participate in the succeeding stages of the bidding process.</p> <p>The HOBAC, with the assistance of the HOBAC Secretariat, shall then open the Financial Components of those bidders that have been rated “Passed”. Upon instruction from the HOBAC, the bidder concerned shall disclose the password for its/his Financial Component.</p> <p>In case an archived/PDF file fails to open due to a wrong password, the specific bidder shall be allowed to provide the HOBAC with passwords up to five (5) times only. The same number of attempts shall apply to Copy 2 of the bid, in case there is a need to open it. If the archived/PDF file still could not be opened after the maximum allowable attempts or due to technical issues, the bidder concerned shall be disqualified from further participating in the bidding process. Thus, the bidders are encouraged to test their electronic bids and ensure that they are free from technical errors prior to uploading of the same to the SFTF.</p> <p>The HOBAC, with the assistance of the HOBAC Secretariat, conducts bid evaluation and ranking of the bids. The results of bid evaluation and ranking shall be recorded in the Abstract of Bids, which shall be signed by the HOBAC Members and Observers. The result of evaluation and ranking shall also be announced to the participants.</p> <p>The retrieval and opening of the electronic bids, page-by-page review of documents and the results of the bid evaluation and ranking shall be shown to the participants through the screen sharing feature of MS Teams.</p> <p>The access of the bidders to the videoconferencing/calling session shall be terminated once the Chairperson has declared that the bid opening activity for a specific project has been finished.</p> |
| 19.3 | <p>The lot reference is:</p> <p>Two (2) Years Shared Cyber Defense Solution for the Insurance Cluster with Project Identification Number LBP-HOBAC-ITB-GS-20230725-01.</p> <p>The goods are grouped in a single lot and the lot shall be divided further into sub-lots per agency for the purpose of bidding evaluation and contract award.</p> |

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| 20 | <p>The following documents shall be submitted by the bidder with the Lowest Calculated Bid:</p> <ol style="list-style-type: none"> 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). |
| 21 | No further instructions. |

Section IV. General Conditions of Contract

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1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 Revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 Revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the 2016 Revised IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 Revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
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| 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>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> <ol style="list-style-type: none"> Performance or supervision of on-site assembly and/or start-up of the supplied Goods; Furnishing of tools required for assembly and/or maintenance of the supplied Goods; Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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 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. |

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| | <p>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.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. <p>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.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period <i>indicated</i> in Section VI (Schedule of Requirements).</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within months indicated in the Technical Specifications.</p> <p>Packaging –</p> <p>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.</p> <p>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.</p> |
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| | <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p> <p>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.</p> <p>Transportation –</p> <p>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.</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> |
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| | <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> | | | | | | | | | | | | | | | | |
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| 2.2 | <p>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.</p> <p>The Service Provider shall be paid upon receipt of its deliverables, based on the submitted Project Schedule and issuance of the Certificate of Acceptance from the Insurance Cluster. The Service Provider shall be paid based on the following milestones:</p> <table border="1"> <thead> <tr> <th>Particulars</th><th>Percentage of the Total Contract Price</th></tr> </thead> <tbody> <tr> <td colspan="2">Year 1:</td></tr> <tr> <td>Upon implementation of Threat Intelligence, Security Monitoring & Management, and Incident Response for the Insurance Cluster (Phase 1)</td><td>15%</td></tr> <tr> <td>After Phase 1 and upon implementation of Vulnerability Management for the Insurance Cluster (Phase 2)</td><td>15%</td></tr> <tr> <td>After Phase 2 and upon full implementation of the Shared Defense Solution and Insurance Cluster issuance of Certificate of Completion and acceptance of the License subscription covering the first twelve (12) months</td><td>20%</td></tr> <tr> <td colspan="2">Year 2:</td></tr> <tr> <td>Two semi-annual payments at twenty five percent (25%) each</td><td>50%</td></tr> <tr> <td>Total</td><td>100%</td></tr> </tbody> </table> <p>The following documentary requirements for payment shall be submitted:</p> <ul style="list-style-type: none"> Sales Invoice/Billing Statement/Statement of Account. | Particulars | Percentage of the Total Contract Price | Year 1: | | Upon implementation of Threat Intelligence, Security Monitoring & Management, and Incident Response for the Insurance Cluster (Phase 1) | 15% | After Phase 1 and upon implementation of Vulnerability Management for the Insurance Cluster (Phase 2) | 15% | After Phase 2 and upon full implementation of the Shared Defense Solution and Insurance Cluster issuance of Certificate of Completion and acceptance of the License subscription covering the first twelve (12) months | 20% | Year 2: | | Two semi-annual payments at twenty five percent (25%) each | 50% | Total | 100% |
| Particulars | Percentage of the Total Contract Price | | | | | | | | | | | | | | | | |
| Year 1: | | | | | | | | | | | | | | | | | |
| Upon implementation of Threat Intelligence, Security Monitoring & Management, and Incident Response for the Insurance Cluster (Phase 1) | 15% | | | | | | | | | | | | | | | | |
| After Phase 1 and upon implementation of Vulnerability Management for the Insurance Cluster (Phase 2) | 15% | | | | | | | | | | | | | | | | |
| After Phase 2 and upon full implementation of the Shared Defense Solution and Insurance Cluster issuance of Certificate of Completion and acceptance of the License subscription covering the first twelve (12) months | 20% | | | | | | | | | | | | | | | | |
| Year 2: | | | | | | | | | | | | | | | | | |
| Two semi-annual payments at twenty five percent (25%) each | 50% | | | | | | | | | | | | | | | | |
| Total | 100% | | | | | | | | | | | | | | | | |

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| | <ul style="list-style-type: none"> • Delivery Receipt with printed name and signature of the Authorized Representative of the Agency who received the delivery and actual date of receipt of items. • Warranty Certificate specifying the period covered by the warranty. <p>The Supplier shall be paid within sixty (60) calendar days after submission of sales invoice or claim and complete documentary requirements.</p> <p>Supplier shall pay taxes in full and on time.</p> <p>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.</p> |
| 3 | Maintain the GCC Clause. |
| 4 | Maintain the GCC Clause. |
| 5 | No further instructions. |
| 6 | <p>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.</p> <p>The Supplier shall not assign this Contract or sub-contract the performance of any portion of it, without the Agency's prior written consent. Prior to the assignment or subcontracting and the approval by the Agency thereof, the Supplier must disclose to the Agency the 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 all the terms and conditions of this Agreement, as may be applicable; (ii) that the term of the assignment/sub-contract shall not exceed the term of this Agreement; (iii) the detailed terms of the assignment/sub-contract.</p> <p>The Supplier shall hold the Agency free and harmless from any claims of third parties arising from a negligent or otherwise wrongful act, or omission by the Supplier or its employees or representatives. The Supplier shall ensure that the employees that will be deployed in the Agency's premises shall faithfully observe and comply with all of their respective rules and regulations.</p> |

Section VI. Schedule of Requirements

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 | Delivery Period |
|--|-----------------|---|
| Two (2) Years Shared Cyber Defense Solution for the Insurance Cluster | | Phase 1 – one hundred twenty (120) working days from the issuance of Notice to Proceed; |
| 1) Bureau of Treasury | 1,600 endpoints | Phase 2 – ninety (90) working days from the issuance of Notice to Proceed. |
| 2) Government Service Insurance System | 4,400 endpoints | Commencement date will be from the receipt of Notice to Proceed by the winning bidder. The vendor must provide a project schedule, which should present the project milestones and deliverables at each milestone. License subscriptions will start upon contract implementation. |
| 3) Social Security System | 8,000 endpoints | |
| 4) Philippine Deposit Insurance Corporation | 1,200 endpoints | |
| <u>Phase 1:</u> | | |
| ▪ Threat Intelligence | | |
| ▪ Security Monitoring and Management | | |
| ▪ Incident Response | | |
| <u>Phase 2:</u> | | |
| ▪ Vulnerability Management | | |

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Section VII. Technical Specifications

Technical Specifications

| Specifications | Statement of Compliance | | | | | | | | |
|--|-------------------------|-----------------|--|-----------------|---------------------------|-----------------|---|-----------------|---|
| <p>Two (2) Years Shared Cyber Defense Solution for the Insurance Cluster</p> <table border="1" data-bbox="217 1413 826 1610"> <tr> <td>1. Bureau of Treasury</td><td>1,600 endpoints</td></tr> <tr> <td>2. Government Service Insurance System</td><td>4,400 endpoints</td></tr> <tr> <td>3. Social Security System</td><td>8,000 endpoints</td></tr> <tr> <td>4. Philippine Deposit Insurance Corporation</td><td>1,200 endpoints</td></tr> </table> <p>Phase 1:</p> <ul style="list-style-type: none"> ▪ Threat Intelligence ▪ Security Monitoring and Management ▪ Incident Response <p>Phase 2:</p> <ul style="list-style-type: none"> ▪ Vulnerability Management | 1. Bureau of Treasury | 1,600 endpoints | 2. Government Service Insurance System | 4,400 endpoints | 3. Social Security System | 8,000 endpoints | 4. Philippine Deposit Insurance Corporation | 1,200 endpoints | <p>Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each Specification preferably stating the corresponding performance parameter of the product offered.</p> <p>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</p> <p>Please state here either “Comply” or “Not Comply”</p> |
| 1. Bureau of Treasury | 1,600 endpoints | | | | | | | | |
| 2. Government Service Insurance System | 4,400 endpoints | | | | | | | | |
| 3. Social Security System | 8,000 endpoints | | | | | | | | |
| 4. Philippine Deposit Insurance Corporation | 1,200 endpoints | | | | | | | | |

Notes:

1. Technical specifications and other requirements per attached Terms of Reference (TOR) – Annexes D-1 to D-25.
2. The documentary requirements enumerated in Items 3.II.C and D of the TOR shall be submitted in support of the compliance of the Bid to the technical specifications and other requirements.

Non-submission of the above requirements may result to post-disqualification of the bidder.

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Section VIII. Bidding Forms

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Form No. 1**BID FORM**

Date : _____

Project Identification No.: LBP-HOBAC-ITB-GS-20230725-01

To: Land Bank of the Philippines
 LANDBANK Plaza Building
 1598 M.H. Del Pilar corner Dr. J. Quintos Streets
 1004 Malate, Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Two (2) Years Shared Cyber Defense Solution for the Insurance Cluster in conformity with the said PBDs for the sum of:

| Total Bid Amount in Words (VAT Inclusive) | Total Bid Amount in Figures (VAT Inclusive) |
|---|---|
| | |

or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules.

If our Bid is accepted, we undertake:

- a. to deliver the services in accordance with the delivery period specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached/enclosed *[state the written authority]*.

We acknowledge that failure to sign this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:

Legal capacity:

Signature:

Duly authorized to sign the Bid for and on behalf of:

Date: _____

Form No. 2

SCHEDULE OF PRICES
For Goods Offered from Within the Philippines

Name of Bidder _____

Project ID No. LBP-HOBAC-ITB-GS-20230725-01

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|--|-------------------|-----------------|------------------|---|--|--|-------------------------------------|---|
| Item | 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 | Two (2) Years Shared Cyber Defense Solution for the Insurance Cluster: Bureau of Treasury | _____ | 1,600 endpoints | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ |
| 2 | Government Service Insurance System | _____ | 4,400 endpoints | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ |
| 3 | Social Security System | _____ | 8,000 endpoints | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ |

| | | | | | | | | | |
|---|---|-------|--------------------|---------|---------|---------|---------|---------|---------|
| 4 | Philippine Deposit Insurance Corporation | _____ | 1,200 endpoints | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ |
| | TOTAL AMOUNT | | | | | | | | |

Note: Breakdown of cost using the cost elements specified in this form should be provided.

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Please credit payment to:

Account Name: _____

Account Number: _____

LBP Branch: _____

Form No. 2

SCHEDULE OF PRICES
For Goods Offered from Abroad

Name of Bidder _____

Project ID No. LBP-HOBAC-ITB-GS-20230725-01

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|--|-------------------|-----------------|------------------|---|--|--|-------------------------------------|---|
| Item | 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 | Two (2) Years Shared Cyber Defense Solution for the Insurance Cluster: Bureau of Treasury | _____ | 1,600 endpoints | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ |
| 2 | Government Service Insurance System | _____ | 4,400 endpoints | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ |
| 3 | Social Security System | _____ | 8,000 endpoints | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ |

| | | | | | | | | | |
|---|---|-------|--------------------|---------|---------|---------|---------|---------|---------|
| 4 | Philippine Deposit Insurance Corporation | _____ | 1,200 endpoints | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ | ₱ _____ |
| | TOTAL AMOUNT | | | | | | | | |

Note: Breakdown of cost using the cost elements specified in this form should be provided.

Name of Bidder

Please credit payment to:

Signature over Printed Name of
Authorized Representative

Account Name: _____

Position

Account Number: _____

LBP Branch: _____

AGREEMENT

(For Competitive Bidding)

KNOW ALL MEN BY THESE PRESENTS:

This **Agreement** for the acquisition of _____ for [Name of Agency], made and executed by and between:

_____, 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 _____, 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 _____], hereinafter called the "Procuring Entity";

– and –

[NAME OF SUPPLIER], 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 _____], hereinafter called the "Supplier".

WHEREAS, the Procuring Entity invited Bids and procured through Competitive Bidding certain goods and ancillary services, viz., the _____ for [Name of Agency], and has accepted a Bid by the Supplier for the supply of these goods and/or services 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;
 - (d) Schedule of Requirements;
 - (e) Procurement Request with Certificate of Availability of Funds (CAF);
 - (f) BAC Resolution recommending Award of Contract;
 - (g) Procuring Entity's Notice of Award dated **[Month Day, Year]** and Bidder's conforme thereto;
 - (h) Purchase Order No. **[2023XXXX-XXXX]** dated **[Month Day, Year]**;
 - (i) 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. _____];
 - (j) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. The Winning Supplier agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as 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 Terms of Reference vis-à-vis the Bid of the Supplier, the former shall prevail.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the _____ 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 in consideration of the provision of the goods and/or services 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]

By:

[SIGNATURE OVER PRINTED NAME]

[Designation]

Date of Signing: _____

[NAME OF AGENCY]

By:

[SIGNATURE OVER PRINTED NAME]

[Designation]

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. 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> | | | | | | |
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| | | | | | | |
| | | | | Total Cost | | |

Submitted by : _____
 (Printed Name & Signature)

Designation : _____

Date : _____

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 : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Form No. 5

Computation of Net Financial Contracting Capacity (NFCC)

The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid.

| | Amount |
|---|--------|
| Current Assets | |
| Minus: Current Liabilities | |
| | |
| Multiplied by 15 | |
| | |
| Minus: Value of all outstanding or uncompleted portions of the projects under ongoing contracts including awarded contracts yet to be started | |
| NFCC | |

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Form No. 6

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

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

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the following LANDBANK Officers, employees and consultants: 1) members of the Board of Directors; 2) President and CEO; 3) members of the Head Office Bids and Awards Committee (HOBAC); 4) members of the 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, by consanguinity or affinity up to the third level degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the following LANDBANK Officers, employees and consultants: 1) members of the Board of Directors; 2) President and CEO; 3) members of the Head Office Bids and Awards Committee (HOBAC); 4) members of the 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, by consanguinity or affinity up to the third level degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is not related to the following LANDBANK Officers, employees and consultants: 1) members of the Board of Directors; 2) President and CEO; 3) members of the Head Office Bids and Awards Committee (HOBAC); 4) members of the 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, by consanguinity or affinity up to the third level degree;

7. *[Name of Bidder]* has no unsatisfactory performance with its ongoing projects:
8. *[Name of Bidder]* complies with existing labor laws and standards; and
9. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
10. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
11. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 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 _____.

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

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 _____.

Form No. 8

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: LBP-HOBAC-ITB-GS-20230725-01

To: Land Bank of the Philippines
LANDBANK Plaza Building
1598 M.H. Del Pilar corner Dr. J. Quintos Streets
1004 Malate, Manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED and SWORN to before me this _____ day of [month] [year] at [place of execution], Philippines. 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 of 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].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____, [date issued], [place issued]

IBP No. _____, [date issued] [place issued]

Doc. No. _____;

Page No. _____;

Book No. _____;

S. of 2023

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**
 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 – Technical 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 envelope (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. Current Certifications from the manufacturer that Service Provider is a certified/authorized reseller of the brands being offered.
 - 15. Data Sheets and Documentations of the brands and/or services being offered.
 - 16. Latest Forrester Leaders and Gartner Magic Quadrant report for brands offered that has such requirement.
 - 17. List of local sales and technical offices in the Philippines.
 - 18. TIA-942 Rated 3 Facility Certification.
 - 19. Valid SOC 2 Type II Attestation Report or ISO27001 Certification for Managed ICT Services or similar services.
 - 20. Information Security-related certifications of the onsite support engineers.
 - 21. Certifications of the SOC analysts.
 - 22. Certifications of the network and security engineers.
 - 23. List of Local Certified Engineers for the (i) SOAR, (ii) SIEM and (iii) Vulnerability Management, including their respective Certifications on the brand/solution being proposed.
 - 24. List of names of the dedicated 24x7x365 team that will be assigned to the Insurance Cluster, which shall be composed of the following:
 - a. Tier 1 Analyst
 - b. Tier 2 Analyst
 - c. Tier 3 Senior Analyst/Team Lead
 - d. Tier 4 Analyst/SOC Manager
 - 25. Documents regarding the Project Manager:
 - Company ID
 - Certificate of employment
 - List of projects handled.
 - End-User/Client company name of the projects handled.
 - Project Name and Project Duration (Start date and end date).
 - Project Management Certification

26. Documents regarding the SOC Manager/Tier 4 Analyst:
 - Company ID
 - Certificate of employment
 - List of engagements
 - Any two (2) of the unexpired professional certifications in the Insurance Cluster Terms of Reference.
27. Documents regarding the Team Lead/Tier 3 Analyst:
 - Company ID
 - Certificate of employment
 - List of engagements
 - Any two (2) of the unexpired professional certifications in the Insurance Cluster Terms of Reference.
28. Documents regarding the Team Member/Tier 2 or Tier 1 Analyst:
 - Company ID
 - Certificate of employment
 - List of engagements
 - Any one (1) of the unexpired professional certifications in the Insurance Cluster Terms of Reference.
- **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).

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.