

SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-HOBAC-ORA-GS-20190701-01

PROJECT : **Supply and Delivery of Various Chairs for LANDBANK
Branches and Offices (Subject to Ordering Agreement)**


IMPLEMENTOR : **Procurement Department**

DATE : **August 1, 2019**

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

Modifications, amendments and/or clarifications:

- 1) GCC Clause 17.3 of the Special Conditions of Contract (SCC), Sections VI (Schedule of Requirements), VII (Specifications) and the Checklist of the Bidding Documents (Item Nos. 7, 8 & 12 of the Eligibility and Technical Documents) have been revised. Please see attached revised SCC and specified sections of the Bidding Documents.
- 2) The deadline of submission and the schedule of opening of eligibility/technical and financial documents/proposals for the above project is re-scheduled to **August 15, 2019, 11:00 A.M.** at the Procurement Department, 25th Floor, LANDBANK Plaza Building, 1598 M. H. Del Pilar corner Dr. Quintos Streets, Malate, Manila.



ALWIN I. REYES, CSSP
Assistant Vice President
Head, Procurement Department and
HOBAC Secretariat

Special Conditions of Contract

GCC Clause	
1.1.g)	The Procuring Entity is Land Bank of the Philippines (LANDBANK)
1.1.i)	The Supplier is _____.
1.1.j)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through LANDBANK's Corporate Budget for the contract approved by the LANDBANK Board of Directors for 2019 in the total amount of Sixteen Million Thirty Two Thousand Pesos Only (P16,032,000.00).</p>
1.1.k)	This procurement shall be subject to Ordering Agreement arrangement which will be implemented for a period of one (1) year, pursuant to the Revised Guidelines on the Use of Ordering Agreement under GPPB Resolution No. 01-2012 dated January 27, 2012; hence, the project site/s shall be as per the Delivery Order Contract/s which will be issued by LANDBANK to the winning bidder.
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>Procurement Department Land Bank of the Philippines 25th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila Telephone (+632) 522-0000 or 5512200 local 7370 Fax (02) 528-8587 Email lbphobac@mail.landbank.com</p> <p>The Supplier's address for Notices is:</p> <p>_____</p>
6.2	<p>Delivery and Documents –</p> <p>The delivery terms applicable to this Contract are delivered to project site/s as per the Delivery Order Contract/s. 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</p>

	<p>Requirements and Delivery Order Contract.</p> <p>Upon the delivery of the Goods to the Project Site and/or the installation of the same, the Supplier shall notify LANDBANK – Procurement Department and present the following documents:</p> <ul style="list-style-type: none">(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;(ii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;(iii) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;(iv) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site shall be the Manager/Head of the Branch/Office where the Goods are to be delivered and/or installed.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, in addition to those specified in Section VI. Schedule of Requirements and Delivery Order Contract/s:</p> <ul style="list-style-type: none">(a) performance or supervision of on-site assembly of the supplied Goods;(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;(d) performance or supervision or maintenance and/or repair of the supplied Goods during the warranty period; and(e) training of the Procuring Entity's personnel on-site, in operation, maintenance, and/or repair of the supplied Goods. <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</p>
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	<p>Supplier for similar services.</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>Transportation –</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>The Procuring Entity accepts no liability for the damage of Goods during transit. Risk and title to the Goods will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent 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>
10.3	Payment shall be through direct credit to the bidder's deposit account with LANDBANK. Bidder's are required to maintain a deposit account with LANDBANK's Cash Department or any of its Branches.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain GCC Clause.
13.4(c)	No further instructions.
16.1	The Goods may be inspected by the LANDBANK's authorized representative at the supplier's showroom/plant/production

	area and/or in the project site.										
17.3	<p>The warranty period shall be five (5) years after acceptance by the LANDBANK's authorized representative of the delivered/installed goods.</p> <p>The required amount of warranty security shall be three percent (3%) of every progress payment or three percent (3%) of the total Contract Price if in the form of retention money or special bank guarantee, respectively.</p> <p>The warranty security fee shall be released after one (1) year from acceptance of the delivered items, provided, the goods supplied are free from patent and latent defects and all the conditions imposed under the contract has been fully met.</p>										
17.4	<p>The period for correction of defects in the warranty period shall be as follows:</p> <table border="1"> <thead> <tr> <th>Project Site Location (as per Delivery Order Contract)</th><th>Correction Period Upon Receipt of Notice</th></tr> </thead> <tbody> <tr> <td>Luzon</td><td>Within thirty (30) calendar days</td></tr> <tr> <td>Visayas</td><td>Within thirty (30) calendar days</td></tr> <tr> <td>Mindanao</td><td>Within thirty (30) calendar days</td></tr> <tr> <td>Metro Manila</td><td>Within thirty (30) calendar days</td></tr> </tbody> </table> <p>The defective units shall repaired onsite by the supplier within the prescribed period stated above.</p>	Project Site Location (as per Delivery Order Contract)	Correction Period Upon Receipt of Notice	Luzon	Within thirty (30) calendar days	Visayas	Within thirty (30) calendar days	Mindanao	Within thirty (30) calendar days	Metro Manila	Within thirty (30) calendar days
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Luzon	Within thirty (30) calendar days										
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Metro Manila	Within thirty (30) calendar days										
21.1	If the Bidder is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.										

Section VI. Schedule of Requirements

This procurement shall be subject to Ordering Agreement arrangement which will be implemented for a period of one (1) year, pursuant to the Revised Guidelines on the Use of Ordering Agreement under GPPB Resolution No. 01-2012 dated January 27, 2012.

The project site/s per shall be as per the Delivery Order Contract/s which will be issued by LANDBANK to the winning bidder.

Delivery of the Goods is required within **sixty (60) calendar days** upon receipt of the Delivery Order Contract.

Item No.	Description	Projected Quantity	Unit
1	Senior Executive Chair	65	units
2	Junior Executive Chair	184	units
3	Clerical Chair	428	units
4	Guest Chair	702	units
5	Teller Chair	255	Units
6	Stackable Lobby Chair	2,685	units

Other Terms and Conditions:

1. LANDBANK and the winning supplier shall execute an Ordering Agreement (OA, Form No. 9) with a corresponding Ordering Agreement List (OAL, Form No. 10) indicating the unit prices of the Goods as awarded.
2. **Without prejudice to the provisions of applicable laws, rules, and guidelines, the Ordering shall automatically terminate under the following conditions:**
 - a. **When the total estimated quantity specified in the Ordering Agreement has been exhausted; or**
 - b. **When the specified duration of the Ordering Agreement has expired.**
3. The unit prices shall be fixed for the duration of the agreement, regardless of increase or decrease in the prevailing market price at the time of actual order/purchase.
4. Upon determination of the need for a particular kind/s of Goods subject of the OA, LANDBANK shall require the delivery of the same, in such quantity as required and for a fixed price in which it/they had been awarded, by executing a Delivery Order Contract (DOC, Form No. 11) in favor of the supplier, to obligate the latter to deliver or perform according to the terms and conditions stated in the OA and the DOC.
5. The projected quantity stated above is the maximum quantity of Goods which may be purchased by LANDBANK for this project. The quantities, however, may be re-allocated

from one Region to another or from one item to another depending on the actual need of LANDBANK, provided that the original contract amount is not exceeded after the re-allocation. In case of re-allocation, the corresponding Crating/Delivery/Handling/Shipping cost for the destination area shall be applied.

6. The winning bidder must affix a sticker/tag/label with company name and after-sales contact numbers or equivalent form of marking on each of the chairs.
7. All invoices, bills and/or delivery receipts shall indicate, among other information, the OA Number and the DOC Number.
8. Payment shall be based on actual deliveries accepted by LANDBANK, subject to the existing accounting and auditing rules and regulations.

Conforme:

Name of Bidder

Signature Over Printed Name of
Authorized Representative/Signatory

Position

Section VII. Specifications

Bidders must state in the Statement of Compliance column below either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the goods and/or services offered. 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 provisions of **ITB** Clause 3.1.a)(ii) and/or **GCC** Clause 2.1.a)(ii).

Item	Specifications	Statement of Compliance <i>(Please state in this column either "Comply" or "Not comply")</i>
1) 65 units Senior Executive Chair	Per Annexes A-1 to A-2	
2) 184 units Junior Executive Chair	Per Annexes A-3 to A-4	
3) 428 units Clerical Chair	Per Annexes A-5 to A-6	
4) 702 units Guest Chair	Per Annexes A-7 to A-8	
5) 255 units Teller Chair	Per Annexes A-9 to A-10	
6) 2,685 units Stackable Lobby Chair	Per Annexes A-11 to A-12	

Other requirements:

1. For current and past suppliers of chairs for LANDBANK, they must have no delay in the implementation of their ongoing contracts as of the date of opening of bids and must have satisfactory performance in their completed contracts for the past five (5) years.

2. The following documents must be submitted and included in the eligibility/technical envelope:

- a) **Certificate of Satisfactory Performance/No Delayed Project issued by the Head, Project Management and Engineering Department not earlier than 30 calendar days prior to the deadline of submission of bid (applicable only for current and past suppliers of chairs for LANDBANK). The Certificate shall still be subject to verification during the post-qualification of bid.**

Note: Certificate of Satisfactory Performance/No Delayed Projects shall be requested from Arch. Marson C. Padua or Arch. Kryslle C. Pañares of PMED at 24th floor, LANDBANK Plaza Building, at least five (5) working days prior to the submission of bid.

- b) Brochure or other official documents coming from the manufacturer indicating the complete specifications of the offered chairs;
- c) The lowest calculated bidder must submit mock-up samples within five (5) calendar days after the opening of bids for evaluation/approval. Bidders whose offered products have already been evaluated and found to be complying with LANDBANK's specifications may no longer be required to comply with this requirement.

Conforme:

Name of Bidder

Signature Over Printed Name of
Authorized Representative/Signatory

Position

Checklist of Bidding Documents for Procurement of Goods and Services

Documents should be arranged as per this Checklist. Kindly provide folders or guides, dividers and ear tags with appropriate labels.

First Envelope - Eligibility and Technical Components

- **The First Envelope shall contain the following:**

- **Eligibility Documents – Class “A”**

Legal Eligibility Documents

1. PhilGEPS Certificate of Registration under Platinum Membership (all documents enumerated in its Annex A must be updated); or all of the following:
 - Registration Certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents;
 - Valid and current mayor's/business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or equivalent document for Exclusive Economic Zones or Areas; and
 - Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

Technical Eligibility Documents

2. Duly notarized Omnibus Sworn Statement (sample form - Form No.6)
3. 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 (sample form - Form No. 7).
4. 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).

5. Statement of the prospective bidder identifying its single largest completed contract similar to the contract to be bid, equivalent to at least fifty percent (50%) of the ABC supported with contract/purchase order, end-user's acceptance or official receipt(s) issued for the contract, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).
6. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet).
7. **Revised Section VI - Schedule of Requirements with signature of bidder's authorized representative.**
8. **Revised Section VII - Specifications with response on compliance and signature of bidder's authorized representative.**

Financial Eligibility Documents

9. 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.
10. 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.

○ **Eligibility Documents – Class "B"**

11. 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.

- **Technical Documents**
 - 12. **Certificate of Satisfactory Performance/No Delayed Project issued by the Head, Project Management and Engineering Department not earlier than 30 calendar days prior to the deadline of submission of bid (applicable only for current and past suppliers of chairs for LANDBANK). The Certificate shall still be subject to verification during the post-qualification of bid.**
 - 13. Brochure or other official documents coming from the manufacturer indicating the complete specifications of the offered chairs.
- **Post-Qualification Documents – (Non-submission of the following documents may result in bidder's post-disqualification):**
 - 14. Business Tax Returns per Revenue Regulations 3-2005 (BIR No.2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.
 - 15. Income Tax Return for 2018 filed manually or through EFPS.

Second Envelope – Financial Component

- **The Second Envelope shall contain the following:**
 - 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 authorize representative (sample form - Form No.2)