

SERVING THE NATION

SUPPLEMENTAL/BID BULLETIN NO. 1 For LBP-HOBAC-ITB-GS-20220407-02

PROJECT

Supply and Delivery of the following:

Lot 1 – Various Construction Materials

Lot 2 – Various Painting Materials

IMPLEMENTOR

**HOBAC Secretariat** 

DATE

May 20, 2022

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

Modifications, amendments and/or clarifications:

1) The bidder/s are encouraged to use the Bid Securing Declaration as Bid Security.

2) The Bill of Quantities (Annex D), Special Conditions of Contract (GCC Clause 5 of Section V), Schedule of Requirements (Section VI), Technical Specifications (Section VI), Schedule of Prices - for Goods Offered from within the Philippines and Abroad (Form No.2) and Checklist of Bidding Documents (Item Nos. 11 and 12 of Technical Documents and Item Nos. 2 and 3 of Financial Component) have been revised. Please see attached revised Annex D and specific sections of the Bidding Documents.

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

# **Special Conditions of Contract**

GCC Clause	
1	Delivery and Documents –
	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:
	For Goods supplied from abroad: 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.
	For Goods supplied from within the Philippines: 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.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	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.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	<ul> <li>Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul>
	c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e. Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

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.

### Intellectual Property Rights -

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.

Payment shall be through direct credit to the winning bidder's deposit account with LANDBANK. The winning bidder is required to maintain a deposit account with LANDBANK's Cash Department or any of its Branches.

The following documentary requirements for payment shall be submitted:

- Sales Invoice/Billing Statement/Statement of Account.
- Delivery Receipt with printed name and signature of LANDBANK employee who received the delivery and actual date of receipt of items.

The Supplier shall be paid within sixty (60) calendar days after submission of sales invoice or claim and complete documentary requirements.

- 4 Maintain the GCC Clause.
- 5 Three (3) months warranty.

## **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.

₋ot No.	Description	Quantity	Delivery Period
	Supply and Delivery of the following:		Within ten (10) calenda days upon receipt o Notice to Proceed (NTP)
1	Various Construction Materials:		
	1) Particle Board, 4' x 8' x 30mm thk	2,400 Pieces	
	2) Laminates, Matte, White, 4' x 8' x 1mm thk	1,200 Pieces	
	3) All Purpose Contact Cement	539 Gallons	
	4) PVC Edging Black, 34 mm (per 100m)	210 Rolls	
	5) Gypsum Black Screw 2" Pointed (500 pcs./box)	48 Boxes	
	6) Wood Glue	100 Liters	
	7) Circular Saw #7 Carbide, 40T	50 Pieces	
	8) Circular Saw #10, 100T	10 Pieces	
	9) Hole Saw, 2 1/8" x 2" for wood,	60 Pieces	
	specifically particle board	40.5	
	10) Gypsum Black Screw 1" Pointed (500 pcs./box)	10 Boxes	
	11) Gypsum Board, 4' x 8' x 1/4" thk	1,110 Pieces	
	12) Metal Tracks, 0.6mm thk x 2 ½" x 2" x 10'	450 Pieces	
	13) Metal Studs, 0.6mm thk x 2 ½" x 10'	1,791 Pieces	
	14) Marine Plywood, 4' x 8' x 1/4" thk	308 Pieces	
	15) KD Lumber, 2" x 3" x 10'	615 Pieces	
	16) Finishing Nail, 1"	77 kgs.	
	17) Finishing Nail, 2	77 kgs.	
	18) Laminates, Matte, Beige, 4' x 8' x 1mm thk	308 Pieces	
	19) Metal Hinges, 3 x 3	615 Pieces	
	20) Lever Type Door Knob, Stainless	154 Pieces	
2	Various Painting Materials:		
	1) Quick Dry Enamel White	540 Gallons	
	Quick Dry Enamel International     Red	195 Gallons	

3) Quick Dry Ena	amel Black	140 Gallons					
	amel Lemon Yellow	195 Gallons					
5) Paint Thinner		275 Gallons					
6) Polyester Boo	lv Filler with	487 Gallons					
Hardener	·y · ······	1,816 Pieces					
7) Sandpaper #	120	389 Pieces					
8) Paint Brush #		547 Pieces					
9) Baby Roller C		115 Pieces					
10)Paint Plate		140 kgs.					
11)Rags Cotton		400 Gallons					
12)Semigloss W	hite Latex	110 Liters					
13) Acrycolor Tol		110 Liters					
14) Acrycolor Hai		400 Liters					
15)Lamp Black F		400 Gallons					
16)Gypsum Putt		114 Pieces					
17)Paint Roller #		114 Rolls					
18)Gypsum Tapo		1					
	_						
Facilities Management Department 25 <sup>th</sup> Floor, LANDBANK Plaza Building, 1598 M.H. del Pilar corner Dr. J. Quintos Streets, Malate, Manila  Contact Person: Engr. Jerome Valdepeña  Contact No. 8522-0000 local 2196/2323 Email Address: jvaldepena@mail.landbank.com							
Conforme:							
Name of Bidder							
	Signature over Printed Name of Authorized Representative						
Position							

### **Specifications**

### **Specifications**

### **Statement of Compliance**

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.

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. 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.

### Supply and Delivery of the following:

### Lot 1 - Various Construction Materials:

Quantity	Item Description
2,400 Pieces	Particle Board, 4' x 8' x 30mm thk
1,200 Pieces	Laminates, Matte, White, 4' x 8' x 1mm thk
539 Gallons	All Purpose Contact Cement
210 rolls	PVC Edging Black, 34 mm (per 100m)
48 Boxes	Gypsum Black Screw 2" Pointed (500 pcs./box)
100 liters	Wood Glue
50 Pieces	Circular Saw #7 Carbide, 40T
10 Pieces	Circular Saw #10, 100T
60 Pieces	Hole Saw, 2 1/8" x 2" for wood, specifically particle board
10 Boxes	Gypsum Black Screw 1" Pointed (500 pcs./box)

### Please state here either "Comply" or "Not Comply"

1,110 Pieces	Gypsum Board, 4' x 8' x 1/4" thk
450	Metal Tracks, 0.6mm thk x 2 ½" x
Pieces	2" x 10'
1,791	Metal Studs, 0.6mm thk x 2 ½" x
Pieces	10'
308	Marine Plywood, 4' x 8' x 1/4" thk
Pieces	Warne Tywood, 4 x 0 x 74 tilk
615	KD Lumber, 2" x 3" x 10'
Pieces	
77 kgs.	Finishing Nail, 1"
77 kgs.	Finishing Nail, 2
308	Laminates, Matte, Beige, 4' x 8'
Pieces	x 1mm thk
615	Motel Hinges 2v2
Pieces	Metal Hinges, 3x3
154	Lever Type Door Knob, Stainless
Pieces	Level Type Bool Knob, Claimese

### Lot 2 - Various Painting Materials:

Quantity	Item Description
540 Gallons	Quick Dry Enamel White
195 Gallons	Quick Dry Enamel International Red
140 Gallons	Quick Dry Enamel Black
195 Gallons	Quick Dry Enamel Lemon Yellow
275 Gallons	Paint Thinner
487 Gallons	Polyester Body Filler with Hardener
1,816 Pieces	Sandpaper #120
389 Pieces	Paint Brush #2
547 Pieces	Baby Roller Cotton
115 Pieces	Paint Plate
140 Kgs.	Rags Cotton
400 Gallons	Semigloss White Latex
110 Liters	Acrycolor Toluidine Red
110 Liters	Acrycolor Hansa Yellow
400 Liters	Lamp Black Flat Latex
400 Gallons	Gypsum Putty

114	Paint Roller #7
Pieces 114 Rolls	Gypsum Tape, 1", 5 mtrs.
1111000	9)100

The Lowest Calculated Bidder must submit one (1) sample each of the offered products within five (5) calendar days after receipt of Notice of Post-Qualification.

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

Name of Bidder  Signature over Printed Name of Authorized Representative	forme:	
	_	Name of Bidder
Authorized Representative	_	
		Authorized Representative
Position	_	Decition

Form No. 2

SCHEDULE OF PRICES
For Goods Offered from Within the Philippines

Vame	Name of Bidder					Project II	Project ID No. LBP-HOBAC-ITB-GS-20220407-02	AC-ITB-GS-202	20407-02
-	2	8	4	2	9	7	8	6	10
No Lo	Description	Country of Quantity 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)
	Supply and Delivery of the following:								
<del></del>	Various Construction Materials		One (1) Lot						
8	Various Painting Materials		One (1) Lot						

Note: Breakdown of cost should be provided using the **revised Annexes D** & E (Bill of Quantities).

Please credit payment to:	Account Name:	Account Number:	LBP Branch:
Name of Bidder		Signature over Printed Name of Authorized Representative	Position

# Form No. 2

# SCHEDULE OF PRICES For Goods Offered from Abroad

Name of Bidder\_

Project ID No. LBP-HOBAC-ITB-GS-20220407-02

-	No.		~	7
2	Description	Supply and Delivery of the following:	Various Construction Materials	Various Painting Materials
က	Country of Origin			
4	Quantity		One (1) Lot	One (1) Lot
5	Unit Price CIF port of entry (specify port) or CIP named place (specify border point or place			
9	Transportation and Insurance and all other costs incidental to delivery, per item			
7	Sales and other taxes payable if Contract is awarded, per item			
8	Cost of Incidental Services, if applicable, per item			
o !	Total Price, per unit (col 5+6+7+8)			
10	lotal Price delivered Final Destination (col 9) x (col 4)			

Note: Breakdown of cost should be provided using the revised Annexes D & E (Bill of Quantities).

Please credit payment to:		Account Name:	Account Number:	LBP Branch:	
	Name of Bidder		Signature over Printed Name of Authorized Representative		Position

# Checklist of Bidding Documents for Procurement of Goods and Services

The documents for each component should be arranged as per this Checklist. Kindly provide guides or dividers with appropriate labels.

### Eligibility and Technical Components (PDF File)

- 1. 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 corporation, partnership, cooperative, or joint venture or Original Special Power of Attorney of all members of the joint venture giving full power and authority of 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 reciprodal 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 or Domestic Entity.

### Technical Documents

- 10. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
- 11. Revised Section VI Schedule of Requirements with signature of bidder's authorized representative.
- 12. Revised Section VII Specifications with response on compliance and signature of bidder's authorized representative.
- 13. Duly notarized Omnibus Sworn Statement (OSS) (sample form Form No.6).
- Post-Qualification Documents/Requirements [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:
  - 14. One (1) sample each of the offered products.

- 15. 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.
- 16. Latest Income Tax Return filed manually or through EFPS.
- 17. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
- 18. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form Form No.6).
- 19. 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 revised Schedule of Prices signed by the Bidder's authorized representative (sample form Form No.2).
  - 3. Duly filled out revised Annexes D & E (Bill of Quantities).

Note: The forms attached to the Bidding Documents may be reproduced or reformatted provided the information required in the original forms and other requirements like signatures, if applicable, are complied with in the submittal.

### **BILL OF QUANTITIES**

Item No.	Quantity	Item/s & Description	Unit Cost	Total Cost (inclusive of all applicable taxes)
		One (1) Lot Supply and Delivery of the following Construction Materials:		
1	2,400 pcs.	Particle Board, 4' x 8' x 30mm thk	P	P
2	1,200 pcs.	Laminates, Matte, White, 4' x 8' x 1mm thk	P	P
3	539 gals.	All Purpose Contact Cement	P	P
4	210 rolls.	PVC Edging Black, 34 mm (per 100m)	P	P
5	48 bxs.	Gypsum Black Screw 2" Pointed (500 pcs./box)	P	P
6	100 ltrs.	Wood Glue	P	P
7	50 pcs.	Circular Saw #7 Carbide, 40T	P	P
8	10 pcs.	Circular Saw #10, 100T	P	P
9	60 pcs.	Hole Saw, 2 1/8" x 2" for wood,	P	P
		specifically particle board	_	
10	10 bxs.	Gypsum Black Screw 1" Pointed (500 pcs./box)	P	P
11	1,110 pcs.	Gypsum Board, 4' x 8' x 1/4" thk	P	P
12	450 pcs	Metal Tracks, 0.6mm thk x 2 ½" x 2" x 10'	P	P
13	1,791 pcs.	Metal Studs, 0.6mm thk x 2 ½" x 10'	P	P
14	308 pcs	Marine Plywood, 4' x 8' x 1/4" thk	P	P
15	615 pcs.	KD Lumber, 2" x 3" x 10'	P	P
16	77 kgs.	Finishing Nail, 1"	P	P
17	77 kgs.	Finishing Nail, 2"	P	P
18	308 pcs.	Laminates, Matte, Beige, 4' x 8' x 1mm thk	P	P
19	615 pcs.	Metal Hinges, 3x3	P	P
20	154 pcs.	Lever Type Door Knob, Stainless	P	P
		TOTAL		P

 Name of Bidder	
 Signature over Printed Name of Authorized Representative	_
 Position	

**Revised Annex D**