

**SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-GIBAC-ITB-GS-20240729-01**

PROJECT : **Air Transport/Chartering Services**
IMPLEMENTOR : **Bids and Awards Committee for Goods and Infrastructure (GI-BAC)**
DATE : **September 5, 2024**

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:

- The Terms of Reference (Annexes D-1 to D-8 only), Technical Specifications (Section VII) and Checklist of Bidding Documents (Item No. 12 of Technical Documents and Item Nos. 4 and 8 of Other Documents to Support Compliance with Technical Specifications) have been revised. Please see attached revised Annexes D-1 to D-8 and specific sections of the bidding documents.
- The following schedules shall be observed:

ACTIVITY	DATE/TIME
Submission of Eligibility, Technical and Financial Documents	September 12, 2024 10:00 A.M.
Opening of Eligibility, Technical and Financial Documents	September 12, 2024 1:00 P.M.

By the authority of the GI-BAC:



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

Technical Specifications

Specification	Statement of Compliance
	<p>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either "Comply" or "Not Comply"</p> <p>Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</p>
<p style="text-align: center;">Air Transport/Chartering Services</p> <p>1. Scope of work and other requirements per attached revised Terms of Reference (Annexes D1 to D14).</p> <p>2. The documentary requirements enumerated in item F Documentary Requirements (Annexes D2 to D5) of the revised Terms of Reference shall be submitted in support of the compliance of the Bid to the Technical Specifications and other requirements.</p> <p>Non-submission of the above mentioned documents/requirements may result in bidder's post-disqualification.</p>	<p>Please state here either "Comply" or "Not Comply"</p>

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Checklist of Bidding Documents for Procurement of Goods and Services

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

Eligibility and Technical Components (PDF File)

- The Eligibility and Technical Component shall contain documents sequentially arranged as follows:

- Eligibility Documents – Class “A”

Legal Eligibility Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).

Technical Eligibility Documents

2. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (sample form - Form No. 7).
3. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
4. Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).

Financial Eligibility Documents

5. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of

Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

- Eligibility Documents – Class “B”
 7. Duly signed valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.
 8. For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos, Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
 9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder, if applicable.
- 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. 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).

Note: During the opening of the first bid envelopes (Eligibility and Technical Components) 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 Components)]
 1. Original printed product brochure(s) or copy of the original printed product brochure(s) or printed product brochure(s) downloaded from the Internet with indication of its source (i.e. website) containing all the technical information of the aircraft.
 2. List of fixed-wing and rotary-wing aircrafts including back-up aircrafts with Registration Number issued by CAAP to be used by the Chairman of the Board and Cash Operations Support Department of LANDBANK.
 3. Current and valid Certificate of Authority from Civil Aeronautics Board to operate non-scheduled domestic air transportation services.
 4. **Current and valid Civil Aviation Authority of the Philippines (CAAP) Certificates for company-owned aircrafts or company-leased operated aircrafts, viz:**
 - 4.1 Registration Certificate of the Aircraft
 - 4.2 Airworthiness Certificate of the Aircraft
 - 4.3 Air Operator's Certificate
 - 4.4 Approved Aircraft Maintenance Organization
 - 4.5 Certificate of No Incident/Accident for the past five (5) years
 5. Current and valid clearances of the Pilots, Mechanics and Flight Coordinator/s from the National Bureau of Investigation.
 6. List of bidders' regular Pilots, Mechanics and Flight Coordinator/s including their respective resumes.
 7. Authenticated copies of valid and current licenses of the Pilots and Mechanics issued by CAAP.
 8. **Notarized self-certification as required under Section F.f (Annexes D-3 to D-4).**
 9. Periodic maintenance records (from 2020 up to present) of all aircrafts listed under item 2 of this checklist.
 10. Certificate of Satisfactory Performance for at least three (3) completed contracts issued by the bidder's client, excluding LANDBANK, from 2019 onwards.
 11. Copy of Insurance Policy in the name of the bidder with coverage of combined single limit of US\$ 40,000,000.00 for any occurrence/aircraft and US\$ 250,000.00 for each LANDBANK Personnel on board the aircraft.
 12. Photocopy of approved Business Continuity Plan.

13. Certification from CAAP or equivalent document stating that the bidder has a slotting priority and preference for departure and Estimated Departure Clearance Time.
 14. List of at least (5) corporate clients in the Philippines for the last three (3) years starting 2021 onwards and copy of Purchase Order or bidder's Completed Contract.
- 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 the 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.

LAND BANK OF THE PHILIPPINES

TERMS OF REFERENCE

A. Name and Description of the Project

- *One (1) Year Air Transport/Chartering Services*

B. Objective of the Project

- To ensure prompt and safe delivery/transportation of emergency cash assistance to all Cash Operation Units (COU)/Branches/Extension Offices and other field units of the Bank and for the official travel of LBP President and Chairman of the Board.

C. Scope of the Project

- Provision of air transport/chartering services which include aircraft, pilot and co-pilot, insurance, facilities and other incidental services

D. Minimum Specifications

Feature	Minimum Specifications	
Aircraft Type	Fixed-Wing Aircraft	Rotary-Wing Aircraft
	<ul style="list-style-type: none"> • Single Engine Turbo Propeller *refer to letter E, item no.1 • Twin Engine Turbo Propeller or Jet 	Twin Engine Rotary-Wing
Aircraft Age	Aircraft must not be over twenty (20) years old	Aircraft must not be over twenty (20) years old
Cabin Specifications	Minimum of four (4) passenger seats, equipped with air-conditioning and pressurized systems	Minimum of four (4) passenger seats, equipped with air-conditioning system
Operational Limit	Day and Night Flying	Day Flying
Payload Capacity	Up to 400 kilos / 880 lbs. for Cargoes plus 4 Passengers	Up to 200 kilos / 440 lbs. of Cargoes plus 4 Passengers
Insurance Policy	Combined single limit of US\$ 40,000,000.00 for any one occurrence/aircraft	Combined single limit of US\$ 40,000,000.00 for any one occurrence/aircraft
Pilot-in-Command	<ul style="list-style-type: none"> • Minimum of 2,000 hours fixed-wing total time including 200 hours as PIC (Pilot-in-Command) on Twin Engine Turbo Propeller or Jet 	<ul style="list-style-type: none"> • Minimum of 2,000 hours rotor-wing total time including 250 hours rotor-wing turbine time 100 hours make and model and type rated. • Must be covered under the

	<ul style="list-style-type: none"> • Must be covered under the insurance of US\$ 40,000,000.00. • Pilot must be regular/permanent employee of the supplier 	<p>insurance of US\$40,000,000.00.</p> <ul style="list-style-type: none"> • Pilot must be regular/permanent employee of the supplier.
Co-Pilot	<ul style="list-style-type: none"> • Minimum 500 hours fixed-wing total time including 250 hours multi-engine turbo propeller or Jet • Must be covered under the insurance of US\$40,000,000.00. • Pilot must be regular/permanent employee of the supplier. 	<ul style="list-style-type: none"> • Minimum 1,000 hours total time including 250 hours rotor-wing turbine time and 50 hours on type. • Must be covered under the insurance of US\$40,000,000.00. • Pilot must be regular/permanent employee of the supplier.
Slotting Availability	Must schedule flight on LBP's required date.	Must schedule flight on LBP's required date.
Experience	Must have at least rendered services to five (5) corporate clients for the last three (3) years within the Philippines	Must have at least rendered services to five (5) corporate clients for the last three (3) years within the Philippines
Penalty Clause	Non-Compliance with the availability of aircraft: Php20,000.00/day of delay	Non-Compliance with the availability of aircraft: Php20,000.00/day of delay

E. Arrangement per Aircraft type and destinations to travel:

1. Single Engine Turbo Propeller Aircrafts may be used for Basco (Batanes) and other destinations that are determined by the bank, with maximum payload of 400 kilograms for cargoes and 4 passengers.
2. Twin Engine Turbo Propeller or Jets are for destinations that are determined by the bank with maximum payload of 400 kilograms for cargoes and 4 passengers.

F. Documentary Requirements

The following documents shall all be submitted during the bidding:

Requirements/Qualifications	Documentary Requirements
<p>a.) List of Aircraft and Specifications</p>	<ul style="list-style-type: none"> • Original printed product brochure(s) or copy of the original printed product brochure(s) or printed product brochure(s) downloaded from the Internet with indication of its source (i.e. website) containing all the technical information of the aircraft • List of fixed-wing and rotary-wing aircrafts including back-up aircrafts with Registration Number issued by CAAP to be used by the Chairman of the Board and Cash Operations Support Department of LBP.
<p>b.) Authority to Operate issued by the Civil Aeronautics Board</p>	<ul style="list-style-type: none"> • Current and valid Certificate of Authority from Civil Aeronautics Board (CAB) to operate non-scheduled domestic air transportation services
<p>c.) Registration of Aircraft and Air Operator</p>	<ul style="list-style-type: none"> • Current and valid Civil Aviation Authority of the Philippines (CAAP) certificates for company-owned aircrafts or company-leased operated aircrafts, viz: <ul style="list-style-type: none"> a. Registration Certificate of the Aircraft b. Airworthiness Certificate of the Aircraft c. Air Operator's Certificate (AOC) d. Approved Aircraft Maintenance Organization (AMO) e. Certificate of No Incident/Accident for the past five (5) years
<p>d.) Clearance from the National Bureau of Investigation (NBI)</p>	<ul style="list-style-type: none"> • Current and valid clearances of the Pilots, Mechanics and Flight Coordinator/s from the National Bureau of Investigation (NBI).
<p>e.) List of authorized Aircraft Personnel</p>	<ul style="list-style-type: none"> • List of bidders' regular Pilots, Mechanics and Flight Coordinator/s including their respective resumes. • Authenticated copies of valid and current licenses of the Pilots and Mechanics issued by CAAP
<p>f.) Notarized Self-Certification</p>	<ul style="list-style-type: none"> • Notarized self-certification from the bidder stating the following:

<p>g.) Periodic Maintenance of the aircrafts</p> <p>h.) Certificate of Satisfactory Performance</p>	<ul style="list-style-type: none"> • It has at least two (2) company owned aircrafts or company-leased operated aircrafts which are not more than 20 years old. • It has available pilots, crew and mechanics who are regular/permanent employees of the company; • Its hangar has existing fire alarm system consisting of at least two (2) fire extinguishers, smoke detectors and fire alarm/bell; • It has security personnel trained to secure the aircraft/hangar and implement security procedures; • It has hangar and aircraft maintenance facilities located inside the General Aviation Area with available ground handling equipment/ tools; • Its hangar has armored truck/van parking area with at least six (6) parking slots for armored truck/van and lounge area for the team; • It has comfort room in the hangar available for use by its customers; • It has maintenance and supply rooms in the hangar; • It has a well-maintained back-up aircraft; and • It provides meals/snacks for passengers while onboard. <ul style="list-style-type: none"> • Periodic maintenance records of all aircrafts listed under letter F Documentary Requirements, Item letter a, 2nd bullet (from 2020 up to present). • At least three (3) Certificate of Satisfactory Performance issued to the bidder for its completed contract from 2021 onwards. (EXCLUDING LANDBANK)
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<p>i.) Aircraft and Personnel Insurance</p>	<ul style="list-style-type: none"> • Copy of Insurance Policy in the name of the bidder with a coverage of combined single limit of US\$ 40,000,000.00 for any occurrence/aircraft • Copy of Insurance Policy in the name of the bidder with coverage of US\$ 250,000.00 for each passenger on board the aircraft
<p>j.) Business Continuity Plan</p>	<ul style="list-style-type: none"> • Photocopy of approved Business Continuity Plan (BCP)
<p>k.) Preference for departure and Estimated Departure Clearance Time (EDCT).</p>	<ul style="list-style-type: none"> • Certification from Civil Aviation Authority of the Philippines (CAAP) or equivalent document stating that the bidder has a slotting priority and preference for departure and EDCT.
<p>l.) List of other clients excluding LANDBANK</p>	<ul style="list-style-type: none"> • List of at least five (5) Corporate clients in the Philippines for the last three (3) years starting 2021 onwards and copy of Purchase Order or bidder's Completed Contract.

G. Working Arrangements

1. The SUPPLIER shall provide air transportation services for official domestic travels of LANDBANK authorized personnel/passengers/cargoes within five (5) working days upon receipt of notice.
2. The SUPPLIER shall communicate with the authorized LANDBANK personnel to confirm pre-arranged charter bookings at least two (2) working days before the scheduled date of flight.
3. The FLIGHT REQUEST FORM (*Annex A*) which shall be filled out by LANDBANK-COSD and submitted to the SUPPLIER within two (2) working days prior to the flight date, shall serve as reference for the manifest and flight clearance preparation.
4. The SUPPLIER shall ensure on-time entrance/exit access for LANDBANK's shipment of cargoes at the access points within the General Aviation Area, through coordinated efforts with the Aviation Security Group, Airport Police/ Authorities and LANDBANK Physical Security Office.
5. The SUPPLIER shall safeguard all incoming/outgoing cargoes, against theft, pilferage/loss while in transit at the hangar/airport and exercise utmost care/diligence in handling said cargoes pending completion of delivery.
6. The SUPPLIER shall provide company-owned aircrafts (supported by Registration Certificate of the Aircrafts) or company-leased operated aircraft (supported by Contract of Lease or any other documents that can prove that the aircraft is being operated by the supplier) that can comply with the standard specifications of LANDBANK.

7. The SUPPLIER shall provide a company-owned aircraft or company-leased operated aircraft (the same specifications mentioned in Item D) as back-up in case the chartered aircraft being regularly used is not available.
8. The SUPPLIER shall provide a well-maintained/secured hangar and aircraft maintenance facilities located inside the General Aviation Area.
9. The SUPPLIER shall allocate enough parking slots within its hangar premises for the LANDBANK's armored vehicles.
10. The SUPPLIER shall provide insurance coverage of US\$250,000.00 for each LANDBANK personnel who is on board the aircraft tasked to accompany and monitor the shipments.
11. The SUPPLIER shall provide and update the authorized LANDBANK personnel with flight information (aircraft take-off/ landing) on the whereabouts of a particular chartered flight.
12. The Pilot of the SUPPLIER shall be in command at all times, may refuse to fly or accept passengers/cargo and abort any flight, if in his best judgment may endanger the safety and security of lives and properties in general.

H. Contract Duration

The contract shall begin upon receipt of Notice to Proceed and shall end one (1) year after or upon full utilization of the contract price, whichever comes first.

I. Flight Destinations

Flying Fee (inclusive of take-off and landing fee and other incidental services such as waiting and overnight fees)

For Cash Operation

Destination	Estimated		Aircraft
	No. of Hours	No. of Flights for One (1) Year	
Odiongan	10	2	Twin Engine Rotary-Wing (Helicopter)
Romblon	-	-	Twin Engine Rotary-Wing (Helicopter)
Basco, Batanes	10	2	Single Engine Fixed-Wing (Airplane)
Other provinces that will be identified by LANDBANK in case of emergencies/ necessities of the bank	5	1	Twin Engine Rotary-Wing (Helicopter)
	5	1	Twin Engine Fixed-Wing (Airplane)
Total	15	3	Fixed-Wing
	15	3	Rotary-Wing

For the Official Travel of LBP President and Chairman of the Board

Destination	Estimated		Aircraft
	No. of Hours	No. of Flights for One (1) Year	
Provinces that will be identified by LANDBANK's President and Chairman of the Board	10	2	Fixed-Wing Twin Engine Airplane, up to 8-seater
	10	2	Rotary-Wing Twin Engine Helicopter, up to 6-seater
Total	10	2	Fixed-Wing
	10	2	Rotary-Wing

J. Terms of Payment

1. Billing shall be comprised of flying fee (inclusive of take-off/landing fee and other incidental services/fee such as waiting time and overnight fee), if any, based on the actual number of "flight hours" usage of the aircraft. A "flight hour" means each hour or fraction thereof from the moment when the engines of the aircraft are turned on until the moment that the engines are turned off.
2. The service fee shall be invoiced within seven (7) calendar days after the date of the use of the aircraft. The correctness of the invoice shall be subject to review within seven (7) calendar days after receipt of the invoice.
3. The SUPPLIER shall attach in the invoice/s original copies of Aircraft Technical Log. No payment shall be made without the necessary documents of the actual services rendered. LANDBANK may require additional documents to support the claim, if necessary.
4. For bidding purposes, the indicated quantities are estimates only. In order to maximize the utilization of the quantities of various cost components in the air transport/chartering services contract, the quantities of the cost components may be adjusted, when the need arises (say from fixed wing to rotary wing or vice versa), provided that the corresponding rate per hour of a particular aircraft shall be applied and that the total contract price is not exceeded.
5. Pursuant to Malacañang Order No. 170 – Adoption of Digital Payments for Government Disbursements and Collections, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements. The winning supplier is required to maintain a deposit account with LANDBANK Cash Department or any of its Branches.
6. Payment shall be through direct credit to the winning supplier's deposit account with LANDBANK.
7. The supplier shall be paid within sixty (60) calendar days after submission of billing or claim

K. Performance Evaluation

- a. The performance of the supplier shall be evaluated on an annual basis or as often as necessary using the parameters set forth in the Performance Assessment Report (Exhibit 1)
- b. An adjectival rating of "Needs Improvement" or "Poor" shall be a ground for pre-termination of the contract, subject to a 30 calendar day notice.

L. Data Privacy


1. The Supplier shall uphold the rights of the data subjects under the Data Privacy Act of 2012, limited only for the purpose of this Terms of Reference and any information about the data subjects shall be treated in strict confidence and shall be handled with utmost care and cannot be shared to any parties. Moreover, the Supplier shall not engage another service provider for the implementation of the Terms of Reference without prior written permission of LANDBANK. All data and information shared shall remain the property of LANDBANK and shall be returned to LANDBANK immediately upon its request. Finally, any data breach should be reported to LANDBANK within twenty-four (24) hours from the Supplier's discovery, for the former's appropriate action.

2. The Supplier shall ensure that any information regarding the business, operations, plans and organization of LANDBANK acquired by it, and its service personnel assigned to render services to LANDBANK or work within LANDBANK premises, shall be kept CONFIDENTIAL. The Supplier shall see to it that the confidentiality requirement shall be observed by all its assigned personnel. Additionally, the Supplier warrants that it shall not disclose to any person or entity any information so acquired without the express prior written consent of LANDBANK.
3. The Supplier shall guarantee that the information provided by LANDBANK in relation to the performance of the former's function shall be handled with utmost confidentiality. This should be supported by a separate duly notarized Non-Disclosure Agreement (Exhibit 2) mutually agreed upon by both parties and must be submitted to LANDBANK Procurement Department prior to contract implementation.

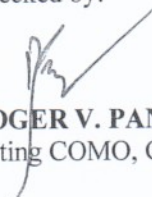
M. Contact Person (LANDBANK)

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