



LANDBANK

SUPPLEMENTAL/BID BULLETIN NO. 3
For LBP-HOBAC-ITB-GS-20190607-01

PROJECT : **One (1) Lot Supply, Delivery and Installation of Rubber Tiles Including Technical Supervision, Labor, Materials, Tools and Equipment for the Replacement of Existing Damaged Rubber Matting at LANDBANK Plaza, Malate, Manila**

IMPLEMENTOR : **Procurement Department**

DATE : **September 16, 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) The Terms of Reference (Annex A), Item No. 6 of the Invitation to Bid, Item C.11 (Language of Bid) of Section II (Instruction to Bidders), ITB Clause 5.4 of Section III (Bid Data Sheet), GCC Clauses 10.3 & 17.3 of Section V (Special Conditions of Contract), Section VI (Schedule of Requirements), Section VII (Specifications), Omnibus Sworn Statement (Form No. 6), and the Checklist of the Bidding Documents (Item Nos. 2, 5, 7, 8 & 15 of the Eligibility and Technical Components) have been revised. Please see attached revised Annexes A-1 to A-4 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 **September 27, 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



Land Bank of the Philippines

**Invitation to Bid for
One (1) Lot Supply, Delivery and Installation of Rubber Tiles
including Technical Supervision, Labor, Materials, Tools
and Equipment for the Replacement of Existing Damaged
Rubber Matting at LANDBANK Plaza, Malate, Manila**

1. The LAND BANK OF THE PHILIPPINES (LANDBANK), through its Corporate Budget for the contract approved by the Board of Directors for 2019 intends to apply the total sum of Two Million Five Hundred Twenty Nine Thousand Pesos Only (Php2,529,000.00) being the Approved Budget for the Contract to payments under the contract for One (1) Lot Supply, Delivery and Installation of Rubber Tiles including Technical Supervision, Labor, Materials, Tools and Equipment for the Replacement of Existing Damaged Rubber Matting at LANDBANK Plaza, Malate, Manila/LBP-HOBAC-ITB-GS-20190607-01.

Bids received in excess of the above ABC shall be automatically rejected at bid opening.

2. The LANDBANK now invites bids for the One (1) Lot Supply, Delivery and Installation of Rubber Tiles including Technical Supervision, Labor, Materials, Tools and Equipment for the Replacement of Existing Damaged Rubber Matting at LANDBANK Plaza, Malate, Manila. Work completion shall be thirty (30) calendar days after receipt of Notice to Proceed.

Bidders should have completed, within the last 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 Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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 R.A. 5183.

- Interested bidders may obtain further information from LANDBANK and inspect the Bidding Documents at the address given below during office hours from 8:00 A.M. to 5:00 P.M.:

Procurement Department
Land Bank of the Philippines
25th Floor LANDBANK Plaza Building
1598 M.H. Del Pilar cor. Dr. J. Quintos Sts.
1004 Malate, Manila
lbphobac@mail.landbank.com

- A complete set of Bidding Documents may be acquired by interested Bidders on _____ from the address indicated above and upon payment of a Bidding Documents Fee, pursuant to the latest Guidelines issued by the GPPB, in the amount of One Thousand Three Hundred Pesos Only (P1,300.00).

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

- The LANDBANK will hold a Pre-Bid Conference on _____, at the Bidding Room, 25th Floor, LANDBANK Plaza Building, 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila, which shall be open to prospective bidders.

For new bidders, a briefing on the salient provisions of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 will be conducted on _____ at the same address above.

Bidders are prohibited from recording (audio or video) the proceedings of the pre-bid conference.

- Bids must be dropped at the designated Bid Box located at the LANDBANK Procurement Department PROPERLY SEALED, MARKED AND TIME STAMPED, on or before the **11:00 A.M.** deadline on _____. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on _____ at the Bidding Room, 25th Floor, LANDBANK Plaza Building, 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

- 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, without thereby incurring any liability to the affected bidder or bidders.

9. Bidders should have no negative dealings with LANDBANK or its subsidiaries.

10. For further information, please refer to:

Mr. Alwin I. Reyes, CSSP
Assistant Vice President
Head, Procurement Department
1598 M.H. Del Pilar cor. Dr. J. Quintos Sts.
1004 Malate, Manila
Tel. (+632) 522-0000 or 551-2200 local 7370
Fax (+632) 528-8587
Email ldphobac@mail.landbank.com

SIGNED

JULIO D. CLIMACO, JR.
Executive Vice President
Chairman, Bids and Awards Committee

C. Preparation of Bids

11. Language of Bid

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered into force for that State.

A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under "Competent Authorities".

The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents:

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is LAND BANK OF THE PHILIPPINES (LANDBANK).</p> <p>The name of the Contract is One (1) Lot Supply, Delivery and Installation of Rubber Tiles including Technical Supervision, Labor, Materials, Tools and Equipment for the Replacement of Existing Damaged Rubber Matting at LANDBANK Plaza, Malate, Manila.</p> <p>The identification number of the Contract is LBP-HOBAC-ITB-GS-20190607-01.</p>
1.2	<p>The lot and reference is:</p> <p>One (1) Lot Supply, Delivery and Installation of Rubber Tiles including Technical Supervision, Labor, Materials, Tools and Equipment for the Replacement of Existing Damaged Rubber Matting at LANDBANK Plaza, Malate, Manila.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the Corporate Budget for the contract approved by the LANDBANK Board of Directors for 2019 in the total amount of Two Million Five Hundred Twenty Nine Thousand Pesos Only (Php2,529,000.00).</p> <p>Project:</p> <p>One (1) Lot Supply, Delivery and Installation of Rubber Tiles including Technical Supervision, Labor, Materials, Tools and Equipment for the Replacement of Existing Damaged Rubber Matting at LANDBANK Plaza, Malate, Manila.</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, falling under ITB Clause 5.2 (b) and/or doing business in the Philippines may participate in this Project provided they meet the requirements under Section 23.4.1.2 of the Revised IRR of RA 9184.
5.4	<p>The Bidder must have completed, within the last five (5) years from the date of submission and receipt of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to contracts involving supply, delivery and installation of rubber tiles/carpets.</p> <p>Bidders must submit proof of their respective Single Largest Completed Contract. Proofs shall be:</p> <ul style="list-style-type: none"> • Copy of the contract or purchase order; or • Copy of official receipt/collection receipt or Certificate of Satisfactory Performance from bidder's client.

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 Two Million Five Hundred Twenty Nine Thousand Pesos Only (Php2,529,000.00)</p>
1.1(k)	The Project Site is indicated in Section VI, Schedule of Requirements
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 LANDBANK Plaza, Malate, Manila as per Purchase Order/Contract. 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>Upon the delivery of the Goods to LANDBANK Plaza, Malate, Manila, the Supplier shall notify LANDBANK Procurement Department and present the following documents :</p> <p>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p>

- (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

For purposes of this Clause the LANDBANK's Representative at the Project Site shall be the Head of LANDBANK Facilities Management Department where the Goods are to be delivered and/or installed.

Incidental Services –

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 :

- (a) performance or supervision of on-site assembly and/or start-up 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 LANDBANK's personnel, on-site, in 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.

Transportation –

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>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 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.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	Expiration of performance security should be six (6) months after the last date of delivery/end of contract for staggered deliveries, multi-year contracts and for contracts with adjustment in implementation date, whichever is applicable. In any case, the winning bidder shall cause the extension of the validity of its performance security at no cost to LANDBANK.
16.1	The Goods may be inspected by the LANDBANK's authorized representatives at the supplier's showroom/ plant/production area and/or in the project site.
17.3	<p>The warranty period shall be one (1) year 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	No further instructions.
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.

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Description:

One (1) Lot Supply, Delivery and Installation of Rubber Tiles including Technical Supervision, Labor, Materials, Tools and Equipment for the Replacement of Existing Damaged Rubber Matting at LANDBANK Plaza, Malate Manila

Delivery Period/Work Completion:

Fifty One (51) calendar days after receipt of Notice to Proceed.

Destination:

3rd Floor, LANDBANK Plaza Building, 1598 M.H. del Pilar corner Dr. J. Quintos Streets, Malate, Manila

Contact Persons: Ramil P. Remillano; Edgardo V. Calderon; Jerick S. Perez

Contact Numbers: 522-0000 locals 2323, 2196, 8442

Conforme:

Name of Bidder

Signature Over Printed Name of
Authorized Representative

Position

Specifications

Specification	Statement of Compliance
<p>One (1) Lot Supply, Delivery and Installation of Rubber Tiles including Technical Supervision, Labor, Materials, Tools and Equipment for the Replacement of Existing Damaged Rubber Matting at LANDBANK Plaza, Malate, Manila</p> <p>Compliance to the Revised Terms of Reference per attached Annexes A-1 to A-4.</p> <p>For current and past suppliers of tiles/matting 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 starting in September 2014 onwards.</p> <p>The following documents shall be submitted inside the eligibility/technical envelope:</p> <ol style="list-style-type: none"> a) Copy of Purchase Orders, Contracts or related documents transacted within five-year period prior to bidding schedule. b) Certificate of Satisfactory Performance from at least two (2) previous clients/customers. c) Certificate of Inspection issued by the Facilities Management Department. d) Certificate of Satisfactory Performance/No Delayed Projects issued by the Head, Facilities Management Department (FMD) not earlier than 30 calendar days prior to the 	<p>Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii)</p> <p>Please state here either “Comply” or “Not Comply”</p>

deadline of submission of bid (applicable only to current and past suppliers of tiles/matting 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 Mr. Rodrigo P. Olbes, Jr. of FMD at 25th floor, LANDBANK Plaza Building with contact number 8522-0000 local 2323, at least five (5) working days prior to the submission of bid.

The lowest calculated bidder must submit sample within ten (10) calendar days after the bidding date for evaluation/post-qualification. Bidders whose offered products have previously been evaluated by LANDBANK and found to be complying may no longer be required to comply with this requirement.

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

Conforme:

Name of Bidder

Signature Over Printed Name of
Authorized Representative

Position

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 Land Bank of the Philippines, 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 Land Bank of the Philippines, 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;

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 President and CEO of Land Bank of the Philippines 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 not related, by consanguinity or affinity up to the third civil degree, 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 Technical Working Group if applicable; 5) personnel of Procurement Department; 6) personnel of the implementing unit or the end-user unit; and 7) project consultants, if applicable;

If a partnership or cooperative: None of the officers, members, of [Name of Bidder] are related, by consanguinity or affinity up to the third civil degree, 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 Technical

Working Group, if applicable; 5) personnel of Procurement Department; 6) personnel of the implementing unit or the end-user unit; and 7) project consultants, if applicable;'

If a corporation or joint venture: None of the officers, directors, controlling stockholders of [Name of Bidder] are related, by consanguinity or affinity up to the third civil degree, 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 Technical Working Group, if applicable; 5) personnel of Procurement Department; 6) personnel of the implementing unit or the end-user unit; and 7) project consultants, if applicable;'

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available & needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___ at _____ Philippines.

Bidder's Representative/Authorized Signatory

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 _____.

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

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 Revised 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. Copy of Purchase Orders, Contracts or related documents transacted within five-year period prior to bidding schedule.

13. Certificate of Satisfactory Performance from at least two (2) previous clients/customers.
14. Certificate of Inspection issued by the Facilities Management Department (FMD).
15. **Certificate of Satisfactory Performance/No Delayed Projects issued by the Head, Facilities Management Department (FMD) not earlier than 30 calendar days prior to the deadline of submission of bid (applicable only to current and past suppliers of tiles/mattings for LANDBANK).**
16. The lowest calculated bidder must submit sample within ten (10) calendar days after the bidding date for evaluation/post-qualification. Bidders whose offered products have previously been evaluated by LANDBANK and found to be complying may no longer be required to comply with this requirement.
- **Post-Qualification Documents – [The bidder may submit the following documents within five (5) calendar days after receipt of Notice of Post-Qualification]:**
 17. 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.
 18. 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 authorized representative (sample form - Form No.2)

TERMS OF REFERENCE**I. Project Description:**

One (1) lot – Supply, delivery and installation of rubber tiles including technical supervision, labor, materials, tools and equipment for the replacement of damaged rubber matting of Cash Operations Support Department (COSD) at 3rd floor, LANDBANK Plaza.

II. Objectives:

1. To replace the existing damaged/old rubber matting so as to provide conducive working environment at COSD, 3rd floor, LANDBANK Plaza

III. Project Details:**1. Technical Description:**

- a. Rubber tile shall provide the following minimum data/features:
 - Non-slip surface
 - Virtually noise-free
 - Tough and durable
 - Break or crack proof
 - Easy to clean and maintain
 - Antibacterial
 - Antistatic
 - Wear-resistant
 - Puncture proof
 - Slip-resistant
 - Easy to clean and maintain
 - Outstanding fire-resistant behavior
 - Resistance to chemicals
 - Footfall sound absorption
 - Flexible/resilient/comfortable
 - Environmental compatible & PVC free
 - Preferred design: Tucker or approved equal (supplier must submit sample to FMD for approval)
 - Dimension: 0.50meter x 0.50meter
 - Thickness: 4 millimeters
 - Color: Green (Pantone Color 355C)
- b. Adhesive to be used during the actual implementation shall not have strong or foul odor

2. Scope of the Project:

1. Mobilization
2. Dismantling/Cleaning and Hauling-out works
 - a. Dismantling of existing roll-type rubber matting
 - b. Cleaning / Surface preparation
 - c. Hauling of dismantled roll-type rubber matting
3. Installation of rubber tile (design: tucker or equivalent approved)
4. Punch-listing of newly installed rubber tile matting
5. Correction of punch-listed works
6. Final joint inspection, turn-over and acceptance

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7. Demobilization

3. Contract Period:

Fifty-one (51) calendar days to commence upon receipt of Notice to Proceed.

- Material Lead Time: 21 calendar days
- Project Implementation: 30 calendar days

IV. Submittals:

Particulars	Description	Submission Date
Contractor's All Risk Insurance (CARI) policy	Full CARI coverage for the entire duration of the project.	Upon issuance of Notice to Proceed and before actual implementation of project.
Personnel and Equipment List	List of personnel assigned for the project implementation and electrically-operated tools/equipment with corresponding power rating	- do -
Warranty Certificate	One (1) year on supplied materials and against faulty workmanship effective upon turn-over & final acceptance.	Upon project turn-over and acceptance

V. Estimated Project Cost:

Particulars	Quantity	Unit Cost	Amount
Dismantling of existing damaged rubber matting at COSD 3rd floor, LBP Plaza (Includes hauling, proper disposal of the debris and all surface preparation needed)	461 sq.m.		
Supply, delivery and installation of 0.50m(W) x 0.50m(L) x 4.0mm(thk) rubber tile (tucker designed tile) at COSD, 3rd floor, LBP Plaza	2,050 pcs		
a. Direct Cost			
b.			
c.			
d.			
Subtotal			
Contractor's All Risk Insurance (CARI)	1 lot		
a. VAT (12% of a+b+c)			
Subtotal			
Total Project Cost			

VI. Supplier Qualification Requirements:

Qualification	Documentary Requirements
Must be a registered contractor engage in the delivery of services similar to this project with at least five (5) years of experience .	<ul style="list-style-type: none"> • Certificate of Business Registration (SEC or DTI, etc.) • Purchase Orders, Contracts or equivalent documents transacted within five-year period prior to bidding schedule.
Must be satisfactorily rated by at least two (2) previous clients/customers.	Certificates of Satisfactory Performance from each of the previous clients/customers
Must conduct pre-inspection, verification and overall project assessment.	Certificate of Inspection issued by LANDBANK-FMD.

VII. Manner of Payment:

1. All payments shall be subject to LANDBANK's standard accounting and auditing rules and regulations.

VIII. Other Terms and Conditions:

1. The contractor/supplier/service provider shall:
 - a. Coordinate with FMD for schedules and project briefing. Work authorization permit must be secured from FMD prior to any mobilization. Work schedule is from 8:00 AM to 5:00PM daily on Monday to Sunday, provided it will not cause any disruption in the operation of the Bank.
 - b. Provide its workers with the required personal protective equipment (PPE) and appropriate tools in the implementation of the project in compliance with the Environmental Management System (EMS) Program of the Bank in accordance with the requirement of ISO 14000.
 - c. Be liable and solely responsible for any harm, damage and injury that may be incurred or suffered by its own crew/workers or any person in the implementation of the project and to any damage to the Bank's property arising from the acts whether partial, contributory or due entirely to the fault, negligence and/or dishonesty of its workers in the course of their duties.
 - d. Maintain cleanliness at all times. It shall be responsible for the collection and proper disposal - outside of the Bank premises, of all waste materials resulting from any activity related to the implementation of the project, in compliance with the Bank's Environmental Management System (EMS) Program and the requirements of the covering policies, rules and regulations of the Department of Environment and Natural Resources (DENR) and the Environmental Management Bureau (EMB).
 - e. Be bounded by and shall strictly observe the Bank's existing rules and regulations with regards to the standard security policies and procedures while in the premises.
2. If deemed necessary, FMD will provide temporary staging/storage area for the contractor's materials, tools & equipment during the course of the project. However, it is the responsibility of the contractor to ensure proper storage security of stored items as the Bank will not be liable for any loss or damage that may occur on the same.

IX. Contacts Persons:

For further information, you may get in touch with any of the undersigned at Tel Nos. (02) 522-000 locals 2323, 2196 and 8442.

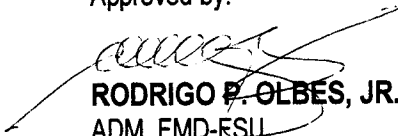
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