


**SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-HOBAC-ITB-GS-20190214-01**

PROJECT : **Eleven (11) Rolls of Heavy Traffic Matting**
IMPLEMENTOR : **Procurement Department**
DATE : **March 21, 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 project name was changed from “**Eleven (11) Rolls of Nomad Heavy Traffic Matting**” to “**Eleven (11) Rolls of Heavy Traffic Matting**”.
- 2) ITB Clauses 1.2, 2 & 5.4 of the Bid Data Sheet (BDS), Sections IV.17.3 of the General Conditions of the Contract, VI (Schedule of Requirements), VII (Specifications), Form Nos. 1 (Bid Form), 2 (Schedule of Prices), Contract Agreement Form and Checklist of the Bidding Documents have been revised. Please see attached revised specific sections of the Bidding Documents.



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



Land Bank of the Philippines

Invitation to Bid For

Eleven (11) Rolls of Heavy Traffic Matting

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 One Million Three Hundred Forty Five Thousand Eighty Nine Pesos Only (P1,345,089.00) being the Approved Budget for the Contract to payments under the contract for the **Eleven (11) Rolls of Heavy Traffic Matting** / ITB No. LBP-HOBAC-ITB-GS-20190214-01

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

2. The LANDBANK now invites bids for the **Eleven (11) Rolls of Heavy Traffic Matting**. Delivery period is indicated in Revised Section VI, Schedule of Requirements.
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 and subject to Commonwealth Act 138.

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

The 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 Seven Hundred Pesos Only (P700.00).

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.

4. 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.

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

5. 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 A.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.

6. 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.
7. Bidders should have no negative dealings with LANDBANK or its subsidiaries.

8. 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 lbphobac@mail.landbank.com

SIGNED

RANDOLPH L. MONTESA
First Vice President
Acting Vice Chairman, Bids and Awards Committee

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is LAND BANK OF THE PHILIPPINES (LANDBANK).
1.2	The lot and reference is: Eleven (11) Rolls of Heavy Traffic Matting ITB No. LBP-HOBAC-ITB-GS-20190214-01.
2	The Funding Source is: The Government of the Philippines (GOP) through the Corporate Budget for the contract approved by the LANDBANK Board of Directors for 2019 in the amount One Million Three Hundred Forty Five Thousand Eighty Nine Pesos Only (P1,345,089.00) The name of the Project is Eleven (11) Rolls of Heavy Traffic Matting .
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	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(iv), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to contracts involving Mattings/Carpets/ Floor Coverings. Bidders must submit proof of their respective Single Largest Completed Contract. Proofs shall be: <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.
7	No further instructions.
8.1	As a general rule, subcontracting is not allowed.
8.2	Not applicable.

9.1	The Procuring Entity will hold a pre-bid conference for this Project on _____ at Bidding Room, 25 th Floor, LANDBANK Plaza Building, 1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila.
10.1	<p>The Procuring Entity's address is:</p> <p>Land Bank of the Philippines 25th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila www.landbank.com</p> <p>Contact person :</p> <p>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 lbphobac@mail.landbank.com</p>
12.1	Bidders may still submit their Class "A" Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the same IRR, or if already registered in the PhilGEPS under Platinum category, their Certificate of Registration and Membership in lieu of their uploaded file of Class "A" Documents, or a combination thereof. In case the bidder opted to submit their Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.
12.1(a)(ii)	The statement of all ongoing government and private contracts (use Form No. 3) and Single Largest Completed Contract (use Form No. 4) similar to the contract to be bid shall include all such contracts within five (5) years prior to the deadline for the submission and receipt of bids.
13.1	Bidders are required to use the Bid Form provided in Section VIII. Bid Form (use Form Nos.1 and 2).
13.1(b)	No further instructions.
13.1(c)	Not applicable.
13.2 (a)	<p>The Approved Budget for the Contract (ABC) is One Million Three Hundred Forty Five Thousand Eighty Nine Pesos Only (P1,345,089.00)</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>

13.2(b)	Not applicable.							
15.4(a)(iii)	Please refer to Clause 6.2 of the Special Conditions of the Contract for the incidental services required.							
15.4(b)(i)	The price of the Goods shall be quoted DDP specified delivery site/s.							
15.4(b)(ii)	Please refer to Clause 6.2 of the Special Conditions of the Contract for the incidental services required.							
16.1(b)	The Bid Prices for the Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.							
16.3	Not applicable.							
17.1	Bids will be valid until 120 calendar days from date of opening of bids.							
18.1	<p>The bid security shall be limited to Bid Securing Declaration or any other form in accordance with the following minimum amount:</p> <table border="1" data-bbox="491 824 1385 1451"> <thead> <tr> <th>Form of Bid Security</th> <th>Minimum Amount of Bid Security</th> </tr> </thead> <tbody> <tr> <td>(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank</td> <td rowspan="2">P26,901.78</td> </tr> <tr> <td>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and</td> </tr> <tr> <td>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td>P67,254.45</td> </tr> </tbody> </table> <p>1. If bid security is in the form of cash, a bidder is required to secure a Payment Acceptance Order (PAO) from LANDBANK Procurement Department. The PAO shall then be presented to any of the Tellers at the Cash Department (Ground Floor, LANDBANK Plaza Building) together with the corresponding cash. The Cash Department Teller shall issue a machine validated Official Receipt (OR) evidencing payment of the bid security. The original and/or certified true copy of the Official Receipt shall be enclosed in Bid Envelope No. 1 (Eligibility and Technical Proposal/Documents). The original official receipt shall be returned by the BAC Secretariat to the bidder immediately after the opening of bids.</p> <p>2. If bid security is in the form of cashier's/manager's check, the</p>	Form of Bid Security	Minimum Amount of Bid Security	(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank	P26,901.78	(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and	(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	P67,254.45
Form of Bid Security	Minimum Amount of Bid Security							
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(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	P67,254.45							

check should be payable to LAND BANK OF THE PHILIPPINES.

3. If in the form of bank draft/guarantee, the bidder may use the standard format of the issuing Bank, provided the ITB No. and Name of the Project are indicated.
4. If in the form of Standby Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises – Market Lending Department 2 (SME-MLD 2) with the following contact details:

(a) CBD 2 – 18th Floor, LANDBANK Plaza Building
Ms. Erlin G. Del Rosario – Account Officer
Telephone No. 405-7345 local 2117
(For Assets 1 Billion and up)

(b) SME-MLD 2 - 18th Floor, LANDBANK Plaza Building
Mr. Ronaldo Robles – Account Officer
Telephone No. 405-7431 local 7431
(For Assets below 1 Billion)

5. If in the form of surety bond, it should be issued by a surety or insurance company duly accredited by the Insurance Commission (IC) and has not been issued a cease and desist order by the IC or is currently not included in the list of blacklisted firms.

The surety bond may be secured through LANDBANK Insurance Brokerage, Inc. (LIBI) with the following contact details:

(a) LIBI-Forex
14th Floor, LANDBANK Plaza Building
Telephone 710-7114
(Every Tuesday and Thursday)

(b) 12th Floor, SSHG Law Center Bldg.
105 Paseo de Roxas, Legaspi Village
Makati City
Telephones 812-4911 and 867-1064

Surety bonds with the following or similar conditions/phrases shall not be accepted:

(a) "In case of default by the Principal, this bond shall only answer for the difference in the bid price of the winning bidder and that of the next lowest complying bidder or that of the new winning bidder in case of re-bidding plus necessary expenses incurred by the Obligee in the re-bidding which liability shall in no case exceed the amount of the bond"; or

(b) "That the amount of liability of the Surety under this bond is limited to the actual loss or damage sustained and duly proven by the Obligee."

6. If in the form of Bid Securing Declaration, the attached form (Form No. 8) must be used.

18.2	The bid security shall be valid until 120 calendar days from date of opening bids.
20.3	Each Bidder shall submit two (2) sets of the Technical Components (First Envelope) and Financial Component (Second Envelope) of its bid labeled as "Original Copy 1" and "Original Copy 2".
21	<p>The address for submission of bids is:</p> <p style="padding-left: 40px;">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</p> <p>The deadline for submission of bids is 11:00 A.M., _____.</p>
24.1	<p>The place of bid opening is:</p> <p style="padding-left: 40px;">25th Floor Bidding Room Procurement Department Land Bank of the Philippines LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila</p> <p>The date and time of bid opening is 11:00 A.M., _____.</p>
24.2	No further instructions.
27.1	No further instructions.
28.3	The goods are grouped in a single lot and the lot shall not be divided further into sub-lots for the purpose of bidding, evaluation and contract award.
28.3(b)	Bid modification is not allowed.
28.4	No further instructions.
29.2(a)	Certified true copy of Value Added Tax (VAT) or Percentage Tax (PT) Returns for the last two (2) quarters filed manually or through the BIR Electronic Filing and Payment System (EFPS). Only tax returns filed manually or through EFPS and taxes paid shall be accepted.

29.2(c)	No further instructions.
32.4(f)	No further instructions.
33.2	<p>If in the form of Standby Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises – Market Lending Department 2 (SME-MLD 2) with the following contact details:</p> <p>(a) CBD 2 – 18th Floor, LANDBANK Plaza Building Ms. Erlin G. Del Rosario – Account Officer Telephone No. 405-7345 local 2117 (For Assets 1 Billion and up)</p> <p>(b) SME-MLD 2 - 18th Floor, LANDBANK Plaza Building Mr. Ronaldo Robles – Account Officer Telephone No. 405-7431 local 7431 (For Assets below 1 Billion)</p>

furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. **In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least three percent (3%) of every progress payment, or a special bank guarantee equivalent to at least three percent (3%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the**

warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the

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	Delivery Period and Destination
Eleven (11) Rolls of Heavy Traffic Matting	<p><u>Delivery Time/Completion Schedule:</u> Ninety (90) calendar days to commence upon issuance of Notice to Proceed.</p> <p><u>Delivery Site:</u> 25th Floor, Procurement Department, LANDBANK Plaza Bldg.1598 M.H. Del Pilar corner Dr. J. Quintos Streets, Malate, Manila</p> <p><u>Contact Person:</u> Mr. Ramil P. Remillano Mr. Jerome S. Valdepeña</p> <p><u>Contact No.:</u> (02) 405-7360 local 8442, 2323</p>

Conforme:

Name of Bidder

Signature Over Printed Name of
Authorized Representative

Position

Technical Specifications

Specifications	Statement of Compliance
	<p style="text-align: center;">Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each specification.</p> <p>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid. 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>Eleven (11) Rolls of Heavy Traffic Matting</p> <ul style="list-style-type: none"> • Material: Vinyl • Heavy Traffic Backed Scraper Matting with durable loops (min.) • Coiled web of continuous filaments (min.) • Resistance to grease and oil (min.) • Flexible coil brush (min.) • Open web construction (min.) • Heavy traffic level – up to 1,000,000 people per year (min.) • Size: 4ft x 39ft (1.22m x 11.80m) cut into 1.22m x 6.00m with provision of high profile edging on both ends and nylon belt with Velcro end-lock • Thickness: 16.0mm (min.) Preferred Color: forest green ▪ Warranty: One (1) Year <p>Note: The lowest calculated bidder must submit a sample of their product within three (3) calendar days after the bidding date for evaluation/approval</p>	<p>Please state here either “Comply” or “Not Comply”</p>

Conforme:

Name of Bidder

Signature Over Printed Name of
Authorized Representative

Position

Form No. 1

Bid Form

Date: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers _____ *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Eleven (11) Rolls of Heavy Traffic Matting** in conformity with the said Bidding Documents for the sum of:

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

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause A.5 of the Bidding Documents.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form No. 2

SCHEDULE OF PRICES

1 Lot No.	2 Item Description	3 Country of Origin	4 Quantity	5 Unit price EXW per item	6 Cost of local labor, raw material and component	7 Total price EXW per item (cols. 4 x 5)	8 Unit prices per item final destination and unit price of other incidental services	9 Sales and other taxes payable per item if Contract is awarded	10 Total Price delivered Final Destination (cols. 8 + 9) x 4
1	Heavy Traffic Matting	N/A	11 rolls	N/A	N/A	N/A	P _____	P _____	P _____

Please credit payment to:

Name of Bidder

Account Name: _____

Signature over Printed Name of
Authorized Representative

Account Number: _____

Position

LBP Branch: _____

Contract Agreement Form

THIS AGREEMENT made the ____ day of _____ 20____ between LAND BANK OF THE PHILIPPINES of the Philippines (hereinafter called "the Entity") of the one part and _____ *[name of Supplier]* of _____ *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Eleven (11) Rolls of Heavy Traffic Matting** has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

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. 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).
3. 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).

Financial Eligibility Documents

4. 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.
 5. 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"
6. 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
7. Duly notarized Omnibus Sworn Statement (sample form - Form No.6).
 8. 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).
 9. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet).
 10. Revised Section VI – Schedule of Requirements with signature of bidder's authorized representative.
 11. Revised Section VII – Specifications with response on compliance and signature of bidder's authorized representative.

Post-Qualification Documents – (Non-submission of the following documents may result in bidder’s post-disqualification):

12. 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.

13. Income Tax Return for 2017 filed manually or through EFPS.

Second Envelope – Financial Component

○ **The Second Envelope shall contain the following:**

- 1. Duly filled out Revised 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 authorize representative (sample form - Form No.2)**