

SUPPLEMENTAL/BID BULLETIN NO. 2
For LBP-HOBAC-ITB-GS-20190123-01

PROJECT : Seven (7) Years Lease of Fifty Nine (59) Units Asian Utility Vehicle and Fifteen (15) Units Pick-Up Service Vehicle with Chauffeuring Services for LANDBANK Head Office and Field Units under Financial Lease

IMPLEMENTOR : Procurement Department

DATE : March 14, 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) A requirement in the Invitation to Bid (ITB) has been added. Please see Item No. 8 of the attached revised ITB.
- 2) ITB Item No. 2, Section IV.17.3 of the General Conditions of the Contract and the Checklist of the Bidding Documents have been revised. Please see attached revised specific sections of the Bidding Documents.
- 3) The deadline of submission and the schedule of opening of eligibility/technical and financial documents/proposals for the above project is re-scheduled to **March 21, 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

Lease of 74 Service Vehicles with Chauffeuring Services for LANDBANK Head Office & Field Units under Financial Lease for a Period of Seven (7) Years

1. The LAND BANK OF THE PHILIPPINES (LANDBANK), through its Corporate Budget for the contract approved by the Board of Directors for 2018 intends to apply the total sum of Three Hundred Forty Million One Hundred Seventy Five Thousand Eight Hundred Forty Four Pesos and 47/100 (Php340,175,844.47) being the Approved Budget for the Contract (ABC) to payments under the contract for the Lease of 74 Service Vehicles with Chauffeuring Services for LANDBANK Head Office and Field Units under Financial Lease for a Period of Seven (7) Years/LBP-HOBAC-ITB-GS-20190123-01.

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

2. The LANDBANK now invites bids for the Lease of 74 Service Vehicles with Chauffeuring Services for LANDBANK Head Office and Field Units under Financial Lease for a Period of Seven (7) Years. Delivery period shall be one hundred eighty (180) 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 RA 5183 and subject to Commonwealth Act 138.

4. 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 purchased by interested Bidders on _____ from the address indicated above and upon payment of a Bidding Documents Fee in the amount of Fifty Thousand Pesos Only (P50,000.00).

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.

- 5. 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.

- 6. Bids must be dropped at the designated Bid Box located at the LANDBANK Procurement Department PROPERLY SEALED, MARKED AND TIMESTAMPED, 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.

- 7. 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.**
- 8. The bidder should have no past negative dealings with LANDBANK or its subsidiaries.**

Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be 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 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

Checklist of Bidding Documents for Procurement of Goods and Services

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

First Envelope – Eligibility and Technical Components

▪ The First Envelope shall contain the following:

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

Legal Eligibility Documents

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

Technical Eligibility Documents

2. **Duly notarized Omnibus Sworn Statement (sample form - Form No.6).**
3. **Duly notarized Secretary’s Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture (sample form - Form No. 7).**
4. **Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).**
5. **Statement of the prospective bidder identifying its single largest completed contract similar to the contract to be bid, equivalent to at least fifty percent (50%) of the ABC supported with contract/purchase order, end-user’s acceptance or official receipt(s) issued for the contract, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).**

6. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet).
7. Section VI - Schedule of Requirements with signature of bidder's authorized representative.
8. 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 Department of Trade & Industry (DTI)/Securities and Exchange Commission (SEC) Registration Certificate.
 13. Copy of Purchase Order or Contract of Completed/On-going Projects for the last ten (10) years.
 14. Copy of Contract for at least 100 units inclusive of chauffeuring, repairs/maintenance, provision of supervisory/managerial staff for the fleet component.
 15. Copy of Certificate of Satisfactory Performance from at least two (2) previous clients for the years 2016 to 2018.

Note: Bidders must provide the chauffeurs with the mandated government payables – SSS and Pag-IBIG Contributions, PHIC and Employee Compensation Premium.

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

16. 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.

17. 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 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)