



BID BULLETIN NO. 3
For ITB Nos. 2016-3-086 (2)

PROJECT : **Three (3) Lots Consolidation of 2,270 Titles and Transfer of Tax Declarations in the Name of LANDBANK**


IMPLEMENTOR : **Procurement Department**

DATE : **July 6, 2017**

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

The modifications, amendments or clarifications are as follows:

- The Terms of Reference, Section VII (Specifications) and the Checklist of Bidding Documents (Items 3.h, 6, 7.a & 7.b) have been revised. Please see attached revised Annexes A-1 to A-3, B & C and specified sections of the bidding documents.
- The Pre-Bid Conference is re-scheduled on **July 13, 2017, 2:00 P.M.** at the Procurement Department, 25th Floor, LANDBANK Plaza Building, 1598 M. H. Del Pilar corner Dr. Quintos Streets, Malate, Manila.
- The deadline of submission and the schedule of opening of eligibility/technical and financial documents/proposals for the above project is re-scheduled to **July 27, 2017, 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

Specifications

Lot No.	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>
1	Consolidation of 844 Titles and Transfer of Tax Declarations in the Name of LANDBANK	<p style="text-align: center;">Please state here either “Comply” or “Not Comply”</p>
2	Consolidation of 135 Titles and Transfer of Tax Declarations in the Name of LANDBANK	
3	Consolidation of 1,291 Titles and Transfer of Tax Declarations in the Name of LANDBANK	

<p>Other requirements:</p> <ol style="list-style-type: none">1. Compliance to the scope of services and other requirements stated in the Revised Terms of Reference (TOR) – Annexes A & B.2. Submission of list of at least three (3) clients with complete address, contact person & contact number, including type and volume of transactions handled directly by the firm for the past three (3) years3. The bidder must sign a Non-Disclosure/Confidentiality Agreement (Annex C).	
--	--

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

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.

The Technical Component (First Envelope) shall contain the following:

1. 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).
2. Duly notarized Omnibus Sworn Statement (sample form – Form No.6).
3. Eligibility requirements.

- **Legal Documents**

- **3.a. PhilGEPS Certificate of Registration – Platinum Membership**

- **Technical / Financial Documents**

- 3.b. 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 relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB. (sample form - Form No. 3). The duly signed form shall still be submitted even if the bidder has no on-going contract.
- 3.c. 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 PBDs prescribed by the GPPB. (sample form - Form No. 4).
- 3.d. 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.

- 3.e. The prospective bidder's computation for its Net Financial Contracting Capacity (sample form - Form No. 5);
- 3.f. 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 the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance;
- 3.g. Names of clients, type and volume of transactions for the past three (3) years with complete addresses, contact persons and contact numbers;

3.h Duly signed Non-Disclosure/Confidentiality Agreement (Annex C);

4. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet);
5. Schedule VI - Schedule of Requirements with signature of bidder's authorized representative.
- 6. Revised Section VII - Specifications with response on compliance and signature of bidder's authorized representative.**
7. Post-Qualification Documents – (Non-submission of these documents during the bid opening shall not be a ground for the disqualification of the bidder).
 - 7.a. Business Tax Returns per Revenue Regulations 3-2005 (BIR No. 2550Q) VAT or Percentage Tax Returns for the last two (2) Quarters; and**
 - 7.b. Income Tax Return for 2016.**

The Financial Component (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);
3. Duly filled out Annex B.

TERMS OF REFERENCE
Engagement of Third Party Consolidator

1.0 Scope of Services – the following services shall be performed at least one (1) month prior to expiration of the redemption period

- In case the Bank has no copy of the following documents, the Third Party Consolidator (TPC) shall prepare/secure the documents^{1/} from concerned government agencies necessary for the consolidation of title and transfer of tax declaration in the name of the Bank:
 - ✓ Electronic Copy of TCT/CCT/OCT
 - ✓ Certified True Copy of Tax Declaration
 - ✓ Tax Clearance Certificate
 - ✓ Certificate of No Improvement
 - ✓ Other documents (other than legal documents) which may be required by concerned agencies
- Secure ONETT computation from the Bureau of Internal Revenue (BIR) and payment of the following taxes:
 - ✓ Capital Gains Tax (CGT) within thirty (30) calendar days from the expiration of the redemption period based on the date of registration of Certificate of Sale (COS)
 - ✓ Documentary Stamp Tax (DST) on the 5th day following the month of expiration of the redemption period based on the date of registration of COS
- Provide/submit to the Bank ONETT computation for CGT, DST and Transfer Tax from BIR and concerned Assessor's Office and pay said taxes within thirty (30) calendar days from the execution of the Affidavit of Non-Redemption and Consolidation of Ownership
- The Bank shall issue Manager's Check (MC) payable to BIR, concerned Registry of Deeds and Municipal/City Assessor's /Treasurer's Office for the payment of CGT, DST, Transfer Tax and Real Estate Tax (RET) if applicable, provided that the ONETT Computation Sheet for CGT and DST and Statement of Account for the Transfer Tax and RET were forwarded/submitted to the Bank by TPC at least fifteen (15) working days prior to the deadline of payment of said taxes.

^{1/} Expenses advanced by the TPC, if any shall be reimbursed by the Bank upon submission of Official Receipts and supporting documents

^{2/} The TPC shall be authorized to prepare, sign for and on behalf of the Bank and submit all applications in favor of the Bank

^{3/} Expenses advanced by the TPC in providing other services shall be reimbursed by the Bank upon submission of Official Receipts and supporting documents. Total contract price shall be inclusive of the "other services".

Likewise, said MC shall be picked-up by TPC's authorized representative at the Special Assets Department or any LBP Branches, wherever is applicable, and shall be paid to the concerned agency/office on or prior to due date.

In the event that the MC was received by TPC prior to the deadline of payment but the payment was made beyond the due date, TPC shall shoulder the interest, penalty and surcharges, if any.

- Application for the Certificate Authorizing Registration (CAR) from the concerned BIR^{2/}
- Application for the consolidation of title in the name of the Bank from the concerned Registry of Deeds (RoD)^{2/}
- Application for the transfer of tax declaration in the name of the Bank from the concerned Assessor's Office^{2/}
- Payment of RET until consolidation of title and transfer of tax declaration in the name of the bank
- Provide other services^{3/} (other than legal services) which may be required in the consolidation and transfer in the name of the bank from time to time (e.g. secure Birth Certificate of the registered owner from the NSO for the application of one-time Tax Identification Number as required by the BIR prior to issuance of CAR, secure Tax Declarations for those properties with undeclared improvements, payment of back realty taxes, secure SPAs from RoD for those properties with 3rd party mortgagor in the absence of Bank's copy, secure/prepare necessary documents from concerned agencies for the correction of technical description or for reconstitution of lost title, etc.)

2.0 Timetable

Consolidation of title and transfer of tax declaration in the name of the Bank shall be within ninety (90) calendar days upon receipt from the Bank the documents necessary for the undertaking.

In case the TPC encounters any justifiable cause or reason for delay of the undertaking, the firm shall, within three (3) banking days after occurrence of such cause of delay, submit to SPAD a written request for time extension indicating therein the cause of delay and the requested contract time extension. Failure by the firm to comply with this requirement shall be adequate reason for SPAD not to grant the said time extension.

^{1/} Expenses advanced by the TPC, if any shall be reimbursed by the Bank upon submission of Official Receipts and supporting documents

^{2/} The TPC shall be authorized to prepare, sign for and on behalf of the Bank and submit all applications in favor of the Bank

^{3/} Expenses advanced by the TPC in providing other services shall be reimbursed by the Bank upon submission of Official Receipts and supporting documents. Total contract price shall be inclusive of the "other services".

Should the activity be delayed by any act or omission/cancellation of SPAD, or by any additions or alterations in the work ordered by SPAD, the TPC shall be granted time extension.

3.0 Manner of Payment of TPC's service fees

Payment shall be based on the actual number of titles consolidated and tax declarations transferred in the name of the Bank. For expenses advanced by the TPC if any, it shall be reimbursed upon submission of Official Receipts evidencing payment thereof and other supporting documents. **Processing of payment and reimbursement of expenses advanced by the TPC shall be within fifteen (15) banking days from receipt of the complete documents.**

4.0 Qualification Requirements of TPC's service fees

1. The firm must have a technical staff with sufficient background and experience in the consolidation/transfer of titles/TDs. It must also have sufficient number of said staff to handle consolidation on a per area/location basis.
2. For relevant experience or track record, indicate at least three (3) clients, including type and volume of transactions handled directly by the firm for the past three (3) years.
3. The TPC and/or its employees are not authorized by the LBP to divulge any information pertaining to any of the transactions to any person or company.
4. For the fees (acceptable to the Bank), please state the basis of fees and a computation.
5. Non-disclosure/ confidentiality Agreement (copy attached)

5.0 TERMINATION OF CONTRACT

The contract may be terminated by any of the herein parties by reason of non-compliance with any of its provisions. LBP has the absolute discretion to terminate and/or cancel the Contract, with ten (10) calendar days prior written notice in case of failure of the TPC to comply with any of the terms, conditions, representations/warranties stipulated in the Contract. If so, the TPC shall immediately turnover to the Bank all documents received from the Bank relative to the consolidation/transfer of title/TDs.

In case of suit, the parties agree that any legal action arising from the contract shall be submitted to the exclusive jurisdiction of the Courts of City of Manila, Philippines.

^{1/} Expenses advanced by the TPC, if any shall be reimbursed by the Bank upon submission of Official Receipts and supporting documents

^{2/} The TPC shall be authorized to prepare, sign for and on behalf of the Bank and submit all applications in favor of the Bank

^{3/} Expenses advanced by the TPC in providing other services shall be reimbursed by the Bank upon submission of Official Receipts and supporting documents. Total contract price shall be inclusive of the "other services".

LANDBANK OF THE PHILIPPINES
 SPECIAL ASSETS DEPARTMENT
 COMPUTATION OF TOTAL CONTRACT PRICE

Region	No. of Titles for Consolidation	Service Fee / Contract Price				Grand Total
		Consolidation ^{1/}	Sub-total	Other Services ^{1/}	Sub-total ^{2/}	
CAR	18					
Ilocos Region	41					
Cagayan Valley Region	199					
NCR	57					
CALABARZON	137					
Central Luzon	146					
MIMAROPA	38					
Bicol region	208					
Western Visayas	117					
Central Visayas	8					
Eastern Visayas	10					
Zamboanga Peninsula	137					
Northern Mindanao	323					
Davao Region (Southern Mindanao)	37					
Central Mindanao / SOCCSKSARGEN	359					
CARAGA	80					
ARMM	355					
Total	2270					
12% VAT						
Grand Total/Total Contract Price						

^{1/} Consolidation of Title Services.

^{2/} Secure electronic copies/certified true copies of documents, tax declaration for undeclared improvements, assessment and payment of realty taxes, etc. SPA's from ROD for those with 3rd party mortgagor in the absence of the Bank's copy, documents for correction of technical description or for reconstitution of title, etc. necessary for consolidation.

REVISED ANNEX B

1200 2/15/15

NON-DISCLOSURE/ CONFIDENTIALITY AGREEMENT

In the course of the conduct of the _____ of the Land Bank of the Philippines (Landbank), vendor, _____ will have access to, and/or will be in possession of, Confidential Information. "Confidential Information" shall mean information disclosed by LandBank in any manner, whether orally, visually, or in tangible form (including, without limitation, data, documents, devices, and computer readable media) and all copies thereof, which are regarded by LandBank as confidential.

Such information includes, but is not limited to information relating to the past, present or future research, development or business affairs of LandBank, her affiliates, subsidiaries, customers, and any other companies incorporated by LandBank. The term "Confidential Information" also includes, but is not limited to information of the strategies, business operations, financial statements, statistics, marketing plans, plans regarding equipment, facilities, operating procedures, organization, employees, and offers of any of the aforementioned companies.

Under this confidentiality agreement, the Contractual agree that any such information will be treated with the utmost confidentiality, and that the Contractual/ representatives will use reasonable efforts to protect such information in their possession. The Contractual agrees that such information shall not be disclosed to third parties without prior written consent of LandBank, and that the Contractual will exercise the same degree of care as it applies to protect its own Confidential Information of similar nature that it does not desire to publish, disclose, or disseminate. Moreover, disclosures of such information shall be restricted to those individuals who are directly participating in the _____. In case of breach by the Contractual of any of the provisions in this Agreement, the Bank reserves the right to avail of any or all legal remedies available to it.

This agreement shall remain in effect and shall apply to all propriety or confidential information unless the information has been made available to the general public without restrictions by the LandBank of the Philippines.

Conforme:

Vendor Representatives Printed Name

Company Name

Date: _____