

SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-GIBAC-FRA-GS-20240503-02

PROJECT : Lot 1 – 720 Boxes External Mailing Envelope
Lot 2 – 1,092 Boxes Internal Mailing Envelope

IMPLEMENTOR : GI-BAC Secretariat

DATE : July 29, 2024

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

Modifications, amendments and/or clarifications:

- 1) The Specifications (Annex D-1), Bid Data Sheet (ITB Clause 14.1.7), Special Conditions of the Contract (SCC Clauses 2.2, 3 and Other Provisions), Technical Specifications (Section VII) and Checklist of Bidding Documents (Item No. 12 of Technical Documents) have been revised. Please see attached revised Annex D-1 and specific sections of the bidding documents.
- 2) The submission and opening of bids is rescheduled on August 8, 2024 at 10:00 A.M. through videoconferencing using Microsoft (MS) Teams application.

By the authority of the GI-BAC:



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

Bid Data Sheet

ITB Clause						
5.3	<p>In view of the determination by LANDBANK that the imposition of the provisions of Section 23.4.1 of IRR of RA 9184 will likely result to failure of bidding/monopoly that will defeat the purpose of public bidding, the Bidder should comply with the following requirements:</p> <p>a. The Bidder must have completed a contract that is similar to this Project, the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least twenty five percent (25%) of the ABC for this Project.</p> <p style="text-align: center;">or</p> <p>b. The Bidder must have completed at least two (2) contracts similar to this Project, the aggregate amount of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least twenty five percent (25%) of the ABC for this Project, and the largest of these similar contracts must be equivalent to at least twelve and a half percent (12.5%) of the ABC for this Project.</p> <p>A contract shall be considered similar to this Project if it involves printing services. Moreover, it must have been completed within five (5) years prior to the set deadline for the submission and receipt of bids.</p>					
7	Subcontracting is not allowed.					
12	The price of the Goods shall be quoted DDP specified delivery site/s or the applicable International Commercial Terms (INCOTERMS) for this Project.					
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" data-bbox="343 1462 1361 1944"> <thead> <tr> <th data-bbox="343 1462 981 1568">Form of Bid Security</th><th data-bbox="981 1462 1361 1568">Minimum Amount of Bid Security</th></tr> </thead> <tbody> <tr> <td data-bbox="343 1568 981 1686">(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;</td><td data-bbox="981 1568 1361 1944" rowspan="2"> Lot 1: P24,920.00 Lot 2: P24,480.00 </td></tr> <tr> <td data-bbox="343 1686 981 1944">(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> </tbody> </table>	Form of Bid Security	Minimum Amount of Bid Security	(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;	Lot 1: P24,920.00 Lot 2: P24,480.00	(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
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(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.

Lot 1: P62,300.00
Lot 2: P61,200.00

1. If bid security is in the form of cash, the required amount shall be remitted to any LANDBANK Branch or through the LANDBANK online payment platform Link.BizPortal. The bidder shall first secure an electronic PAO from LANDBANK – Procurement Department. If the bidder opts to pay at any LANDBANK Branch, the electronic PAO shall then be printed in two (2) copies and presented to the LANDBANK Teller together with the money. The LANDBANK Teller shall issue a machine validated Official Receipt (OR) evidencing payment of the bid security.

If the bidder opts to pay through the LANDBANK Link.BizPortal, the steps to follow are found in Annex A of the Bidding Documents. The Payment Confirmation shall serve as proof of payment of the cash bid security.

2. If bid security is in the form of cashier's/manager's check, the 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 Project Title and Project Identification Number are indicated therein.
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
Telephone No. 8-405-7345 local 2117
(For Assets 1 Billion and up)
 - (b) SME-MLD 2 - 18th Floor, LANDBANK Plaza Building
Telephone No. 8-405-7431 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 following entities:

(a) **LANDBANK Insurance Brokerage, Inc. (LIBI)**

14th Floor, LANDBANK Plaza Building
Telephone No. 8-710-7114
(Every Tuesday and Thursday)

12th Floor, SSHG Law Center Bldg.
105 Paseo de Roxas, Legaspi Village
Makati City
Telephone Nos. 8-812-4911 and 8-867-1064

(b) **Cocogen Insurance, Inc.**

22nd Floor, One Corporate Center,
Doña Julia Vargas Ave., cor. Meralco, Avenue,
Ortigas Center, Pasig City
Email Address/es: cathy_magtibay@cocogen.com/
bancassurance@cocogen.com
Contact Nos. 0917-575-9372/0917-888-9169

cc: bankassurance@landbank.com

(c) **United Coconut Planters Life Assurance Corp.**

Cocolife Building, 1226, 6807 Ayala Avenue,
Makati City
Email Address: zsat@cocolife.com
Contact No. 0917-836-5749

cc: bankassurance@landbank.com

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 No. 8 of the Bidding Documents must be used.

7. **A scanned copy of the bid security (i.e. LANDBANK Official Receipt and/or Payment Confirmation and/or**

	<p>Manager's/Cashier's Check and/or Bank Draft/Guarantee and/or Surety Bond and/or Bid Securing Declaration) shall be included in the Eligibility and Technical Proposal/Documents. The prospective bidder shall prepare and upload a scanned copy of the receipt of cash payment or other forms of bid security (i.e., Manager's Check, Bank draft/guarantee or irrevocable letter of credit, Surety bond), together with the electronic bid. The electronic bid security shall be electronically submitted to the LANDBANK - BAC Secretariat Unit during post qualification. Failure to enclose the required bid security in the form and amount prescribed shall automatically disqualify the bid concerned.</p>
15	<p>The electronic bid shall consist of two identical copies of archived/compressed files (Copy 1 and Copy 2). The archived/compressed files shall be labelled with bidder's assigned short name, last seven (7) digits of the bidding reference number including the parenthesis if there are any, and bid copy number, each separated with a dash sign. Thus, for a project with bidding reference number LBP GIBAC-ITB-GS-20200819-01(2) that XYZ Company wants to bid on, the archived/compressed files shall be labelled as XYZ-081901(2)-C1 (for Copy 1) and XYZ-081901(2)-C2 (for Copy 2). Copy 1 shall serve as the primary file while Copy 2 shall be the backup file. The archived/compressed files shall be generated using either WinZip, 7-zip or WinRAR and password-protected.</p> <p>The above mentioned archived/compressed files shall contain the Technical Component and Financial Component files in PDF format. These PDF files shall be labelled with bidder's assigned short name, last seven (7) digits of the bidding reference number including the parenthesis if there are any, and the word "Tech" or "Fin" in the case of the Technical Component and Financial Component, respectively, each separated with a dash sign. Thus, using the above example, the archived/compressed files XYZ-081901(2)-C1 and XYZ-081901(2)-C2 shall both contain the PDF files labelled XYZ-081901(2)-Tech and XYZ-081901(2)-Fin.</p> <p>All the required documents for each component of the bid shall be in one (1) PDF file and sequentially arranged as indicated in the Checklist of Bidding Documents. The documents must be signed by the authorized signatory/ies when required in the form.</p> <p>The archived file and the PDF files shall be assigned with a different password and these passwords shall be disclosed by the bidder only upon the instruction of GIBAC during the actual bid opening. The passwords for Copy 1 and Copy 2 shall be the same.</p> <p>Electronic bids that are not assembled, labelled and password-protected in accordance with these procedures shall not be rejected/disqualified but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The GIBAC/LANDBANK shall assume no responsibility for the non-opening or premature opening of the contents of the improperly assembled, labelled and password-protected</p>

	<p>electronic bid.</p> <p>In case of modification of bid, a modified version of Copy 1 and Copy 2 of the bid (archived/compressed) files shall be uploaded to the SFTF. The qualifier "Mod" and a numeric counter indicating the number of times that the bid had been modified shall be added at the end of the filenames of both the archived and PDF files. Using again the earlier example, the sample labels and contents of the modified bid shall be as follows: a) First Modification: XYZ-081901(2)-C1-Mod1 and XYZ-081901(2)-C2-Mod1 containing XYZ-081901(2)-Tech-Mod1 and XYZ-081901(2)-Fin-Mod1, and b) Second Modification: XYZ-081901(2)-C1-Mod2 and XYZ-081901(2)-C2-Mod2, containing XYZ-081901(2)-Tech-Mod2 and XYZ-081901(2)-Fin-Mod2]. Only the latest modified bid shall be opened while the rest of the superseded bids will be rejected.</p>
16	<p>All bids shall be submitted electronically on or before the 10:00 A.M. deadline on <u>August 8, 2024</u>. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.1. Only electronic bids that are successfully uploaded to the Secure File Transfer Facility of LANDBANK on or before the deadline shall be accepted. The procedures that will be followed in the submission and opening of electronic bids are described in the Detailed Procedures in Submission and Opening of Electronic Bids per attached Annexes C-1 to C-7. The electronic bid shall be submitted by uploading the same in the LBP SFTF (please refer to the Guide in Accessing LBP Secure File Transfer Facility per attached Annexes C-4 to C-7).</p> <p><u>Electronic bids received after the set deadline basing on the date and time on the electronic folders of bidders shall not be accepted by the GIBAC.</u> Thus, bidders are requested to upload their electronic bids at least two (2) hours before the set deadline.</p> <p>The prospective bidder shall receive an acknowledgement receipt via email <u>after</u> successful uploading of its/his/her electronic bid. If no email is received within one (1) hour after successful uploading, the bidder shall call the GIBAC Secretariat at (02) 8522-0000 local 2924 to confirm whether the submission has been received, and if so, request for the acknowledgment of receipt of the electronic bid.</p>

17

On the bid opening date, the bidder shall confirm its/his participation in the online meeting with the GIBAC Secretariat at least one (1) hour before the scheduled meeting. The bidder shall be able to log in into MS Teams and join the Waiting Room of the GIBAC meeting. Only one account/connection per participating bidder shall be allowed to join the meeting. A maximum of two (2) accounts/connections per participating interested bidder shall be allowed to join the meetings.

Projects with participating bidders in attendance shall be given priority in the queuing.

Upon the instruction of the GIBAC Chairperson to start the bid opening activity, the GIBAC Secretariat connects the participating bidder/s to the videoconferencing/group calling session. The GIBAC Secretariat shall record the session and act as Moderator of the meeting all throughout.

In case a bidder cannot connect to the videoconferencing via MS Teams application, the GIBAC Secretariat shall contact the bidder concerned through its registered mobile phone/landline telephone up to a maximum of three (3) call attempts with five (5) minutes interval after each call attempt. A text message advising the bidder that the public bidding has already started will also be sent by the GIBAC Secretariat. If the GIBAC Secretariat still cannot contact the bidder after the said allowable call attempts or the bidder is unable to contact the GIBAC Secretariat to provide the passwords needed to open its electronic bids when required by the GIBAC, the bidder concerned shall be disqualified from further participating in the bidding process.

Once the connections are in place, the GIBAC, with the assistance of the GIBAC Secretariat, retrieves the archived file from the LBP SFTF and opens the same. The Technical Proposal shall be opened first. Upon instruction from the GIBAC, the bidder concerned shall disclose the passwords for the archived file and the PDF file of the Technical Component.

The GIBAC then determines the eligibility and compliance with the technical requirements of the specific bidder using a nondiscretionary "pass/fail" criterion. Only bidders that have been rated "Passed" shall be allowed to participate in the succeeding stages of the bidding process.

The GIBAC, with the assistance of the GIBAC Secretariat, shall then open the Financial Components of those bidders that have been rated "Passed". Upon instruction from the GIBAC, the bidder concerned shall disclose the password for its/his/her Financial Component.

In case an archived/PDF file fails to open due to a wrong password, the specific bidder shall be allowed to provide the GIBAC with passwords up to five (5) times only. The same number of attempts shall apply to Copy 2 of the bid, in case there is a need to open it. If the archived/PDF file still could not be opened after the maximum allowable attempts or due to technical issues, the bidder concerned shall be disqualified from further participating in the bidding process. Thus, the bidders are encouraged to

	<p>test their electronic bids and ensure that they are free from technical errors prior to uploading of the same to the SFTF.</p> <p>The GIBAC, with the assistance of the GIBAC Secretariat, conducts bid evaluation and ranking of the bids. The results of bid evaluation and ranking shall be recorded in the Abstract of Bids, which shall be signed by the GIBAC Members and Observers. The result of evaluation and ranking shall also be announced to the participants.</p> <p>The retrieval and opening of the electronic bids, page-by-page review of documents and the results of the bid evaluation and ranking shall be shown to the participants through the screen sharing feature of MS Teams.</p> <p>The access of the bidders to the videoconferencing/calling session shall be terminated once the Chairperson has declared that the bid opening activity for a specific project has been finished.</p>												
19.3	<p>The lot and reference is:</p> <p>Mailing Envelope (Under Framework Agreement) with Project Identification Number LBP-GIBAC-FRA-GS-20240503-02.</p> <table><tr><th>Lot No.</th><th>Item Description</th><th>Quantity</th><th>Approved Budget for Contract (ABC)</th></tr><tr><td>1</td><td>Mailing Envelope (External)</td><td>720 boxes</td><td>P1,246,000.00</td></tr><tr><td>2</td><td>Mailing Envelope (Internal)</td><td>1,092 boxes</td><td>P1,224,000.00</td></tr></table> <p>Bidders shall have the option of submitting a bid in any or all lots.</p>	Lot No.	Item Description	Quantity	Approved Budget for Contract (ABC)	1	Mailing Envelope (External)	720 boxes	P1,246,000.00	2	Mailing Envelope (Internal)	1,092 boxes	P1,224,000.00
Lot No.	Item Description	Quantity	Approved Budget for Contract (ABC)										
1	Mailing Envelope (External)	720 boxes	P1,246,000.00										
2	Mailing Envelope (Internal)	1,092 boxes	P1,224,000.00										
20	<p>The following documents shall be submitted by the bidder with the Lowest Calculated Bid:</p> <ol style="list-style-type: none">1. Business Tax Returns per Revenue Regulations 3-2005 (BIR No.2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.2. Latest Income Tax Return filed manually or through EFPS.3. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).4. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No. 6).5. Duly notarized Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form – Form No. 7).												
21	No further instructions.												

Special Conditions of Contract

SCC Clause	
1	<p>Delivery and Documents –</p> <p>The procurement of Mailing Envelope (Under Framework Agreement) was acquired through public bidding with approved Notice to Executive Framework Agreement No. _____ dated _____ issued by LANDBANK's authorized signatory.</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad:</i> The delivery terms applicable to the Contract are DDP delivered in the address/es indicated in Section VI. Framework Agreement List. In accordance with INCOTERMS.</p> <p><i>For Goods supplied from within the Philippines:</i> The delivery terms applicable to this Contract are delivered in the address/es indicated in Section VI. Framework Agreement List. 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 (Framework Agreement List).</p> <p>For purposes of this Clause the Procuring Entity's Representative/s at the Project Site/s is/are indicated in Section VI. Framework Agreement List.</p> <p><i>The winning bidder shall deliver the Mailing Envelope under Framework Agreement.</i></p> <p>Packaging</p> <p>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.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as expressly provided for in the corresponding Specifications Sheet of each item in the Framework Agreement, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>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> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property 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>
2.2	<p>Pursuant to Malacañang Executive Order No. 170 (Re: Adoption of Digital Payments for Government Disbursements and Collections) issued on 12 May 2022, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements, all payments for this Contract shall be through direct credit to the supplier's deposit account with LANDBANK. Thus, the supplier shall maintain a deposit account with any LANDBANK Branch where the proceeds of its billings under this Contract shall be credited.</p> <p>The following documentary requirements for payment shall be submitted:</p> <ul style="list-style-type: none"> • Sales Invoice/Billing Statement/Statement of Account on or before the 15th day after every delivery. • Delivery Receipt with printed name and signature of LANDBANK employee who received the delivery and actual date of receipt of items. <p>The Supplier shall be paid within sixty (60) calendar days after submission of sales invoice or claim and complete documentary requirements.</p>

3	Expiration of performance security should be six (6) months after the last date of delivery/end of contract of 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.
4	Maintain the GCC Clause.
5	Maintain the GCC Clause.
6	<p>The Supplier has not made and will not make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of this Contract.</p> <p>The Supplier shall not assign this Contract or sub-contract the performance of any portion of it, without the LBP's prior written consent. Prior to the assignment or subcontracting and the approval by LBP thereof, the Supplier must disclose to LBP the name of its assignee/s or subcontractor/s who/which should have a written agreement/s with the Supplier indicating: (i) that the assignee/s or subcontractor/s is aware of and shall abide with all the terms and conditions of this Agreement, as may be applicable; (ii) that the term of the assignment/sub-contract shall not exceed the term of this Agreement; (iii) the detailed terms of the assignment/sub-contract.</p> <p>The Supplier shall hold LBP free and harmless from any claims of third parties arising from a negligent or otherwise wrongful act, or omission by the Supplier or its employees or representatives. The Supplier shall ensure that the employees that will be deployed in LBP's premises shall faithfully observe and comply with all LBP rules and regulations.</p> <p>Supplier shall pay taxes in full and on time.</p> <p>Supplier is, likewise, required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.</p>
<p>Other Provisions</p> <p>1. Pre-termination/Termination of Contract shall be governed by the guidelines on Termination of the Contract per Annex "I" of the 2016 Revised Implementing Rules and Regulations</p> <p>In addition to the grounds under the said Guidelines for Contract Termination the following are also grounds for pre-termination/termination:</p> <ul style="list-style-type: none"> • Failure by the service provider to perform its obligation thereon; • Unsatisfactory Performance by the service provider within the contract duration <p>2. If the winning bidder fails to deliver any or all of the goods and/or services within the period/s specified in this Contract, the Bank shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.001) of the price of the unperformed portion of the goods and/or services for each day of delay based on the approved contract. LANDBANK need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to Supplier. In case the total sum of liquidated damages reached ten percent (10%) of the total contract price, LANDBANK may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.</p>	

Checklist of Bidding Documents for Procurement of Goods and Services

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

Eligibility and Technical Components (PDF File)

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

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

Legal Eligibility Documents

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

Technical Eligibility Documents

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

Financial Eligibility Documents

5. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

○ **Eligibility Documents – Class “B”**

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

○ **Technical Documents**

10. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
11. Section VI – Schedule of Requirements with signature of bidder's authorized representative.
12. **Section VII – Revision specifications with response on compliance and signature of bidder's authorized representative.**
13. Duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).

Note: During the opening of the first bid envelopes (Eligibility and Technical Component), only the above documents will be checked by the BAC if they are all present using a non-discretionary “pass/fail” criterion to determine each bidder's compliance with the documents required to be submitted for eligibility and the technical requirements.

- **Post-bidding Documents/Requirements – [The Lowest Calculated Bidder must submit the following documents/requirements within five (5) calendar days from the date of bidding]:**

14. Actual samples.

- **Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:**

15. 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.
16. Latest Income Tax Return filed manually or through EFPS.
17. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
18. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).
19. Duly notarized Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form – Form No. 7).

Financial Component (PDF File)

- ***The Financial Component shall contain documents sequentially arranged as follows:***

1. Duly filled out Bid Form signed by the Bidder's authorized representative (sample form - Form No.1).
2. Duly filled out Schedule of Prices signed by the Bidder's authorized representative (sample form - Form No.2).

Note: The forms attached to the Bidding Documents may be reproduced or reformatted provided the information required in the original forms and other requirements like signatures, if applicable, are complied with in the submittal.

Technical Specifications

Specification	Statement of Compliance
	<p>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either “Comply” or “Not Comply”</p> <p>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.</p>
<p>Lot 1: 720 boxes Mailing Envelope (External) Lot 2: 1,092 boxes Mailing Envelope (Internal)</p> <p><u>Notes:</u></p> <p>1. Specifications and design per attached Annexes D-1 (Revised) to D-4.</p> <p>Sample of the Mailing Envelope will be provided to prospective bidders upon request.</p> <p>2. Lowest Calculated Bidder must submit actual sample (one piece each) within five calendar days from the date of bidding. Non-submission of actual sample within the specified period may result in the post-disqualification of the bidder.</p>	<p>Please state here either “Comply” or “Not Comply”</p>

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

SPECIFICATION SHEET

Category: Paper Materials & Products	Group Code: 0900
Version: TS-1107-24	Item Code: 0049B

Product Name	Mailing Envelope (External)								
Technical Data									
Paper Stock	Premium Grade								
Paper Color	Cream (Color as per sample)								
Paper Thickness and Tolerance	100gsm (+/-5%)								
Dimension	101.6mm x 228.6mm								
Printing Process	Full color offset								
Text Color	<table border="1"> <thead> <tr> <th>Color</th><th>Pantone</th><th>CMYK</th></tr> </thead> <tbody> <tr> <td>Green</td><td>-</td><td>C:60, M:0, Y:100, K:0</td></tr> </tbody> </table> <p><i>Note: The text color shall be dependent on the provided text and lay-out of Corporate Communications and Events Department (CCED)</i></p>			Color	Pantone	CMYK	Green	-	C:60, M:0, Y:100, K:0
Color	Pantone	CMYK							
Green	-	C:60, M:0, Y:100, K:0							
Packaging	<ol style="list-style-type: none"> 100 pieces per bundle 5 bundles (500 pieces) per box/carton (shall be labeled with product name and quantity) 								
Other Requirements	<ol style="list-style-type: none"> Well-glued flap sides and closure flap with water activated seal gum. For Text and Lay-out, the digital file shall be provided by CCED. 								
Green Specifications									
The product shall be delivered in a packaging made of recyclable/biodegradable materials, e.g., paper and water-soluble materials.									

Prepared by:


ALMAY JOYCE B. RUZ
 Procurement Assistant

Recommending Approval:


ATTY. AUXILLADOR AVITUS D. DOFELIZ
 Acting Head-ProcD

With Conformity:


DONATO DR. CARIAGA
 TL, Supplies Management Team