

SUPPLEMENTAL/BID BULLETIN NO. 2 For LBP-HOBAC-ITB-GS-20190214-03

PROJECT

One (1) Lot Soil Sub-Surface Investigation Services for

Ten (10) Proposed LANDBANK Building Construction

Projects

IMPLEMENTOR

Procurement Department

DATE

April 4, 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:

- The Terms of Reference (Annex A), ITB Clause 5.4 of the Bid Data Sheet, GCC Clause 17.3 of the Special Conditions of Contract, Section VII (Specifications) and Checklist of the Bidding Documents have been revised. Please see attached revised Annexes A-1 to A-4 and specific sections of the Bidding Documents.
- 2) The updated list of proposed LANDBANK Branches building construction projects (Annex B) has been added.
- 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 **April 25, 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. REVES, CSSP Assistant Vice/President

Head, Procurement Department and

HOBAC Secretariat

Bid Data Sheet

ITB Clause		
1.1	The Procuring Entity is LAND BANK OF THE PHILIPPINES (LANDBANK).	
1.2	The lots and references is:	
	One (1) Lot Soil Sub-Surface Investigation Services for Ten (10) Proposed LANDBANK Building Construction Projects ITB No. LBP-HOBAC-ITB-GS-20190214-03	
	The Funding Source is:	
2	The Government of the Philippines (GOP) through the Corporate Budget for the contract approved by the LANDBANK Board of Directors for 2018 in the amount Three Million Three Hundred Thirty Thousand Pesos Only (P3,330,000.00).	
	The name of the Project is One (1) Lot Soil Sub-Surface Investigation Services for Ten (10) Proposed LANDBANK Building Construction Projects.	
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	In view of the determination by LANDBANK that the imposition the provisions of Section 23.4.1.3 of the IRR of RA 9184 will lill result to failure of bidding, the Bidders should comply with following requirements:	
	a) Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; and	
	b) The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.	
	For this purpose, similar contracts shall refer to contracts involving soil sub-surface investigation services.	
	Bidders must submit proof of their respective Single Largest Completed Contract. Proofs shall be:	

	 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	The Procuring Entity's address is:
	Land Bank of the Philippines 25 th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila www.landbank.com
	Contact person :
	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
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).

Special Conditions of Contract

CCC Clause	
GCC Clause 1.1(g)	The Procuring Entity is LAND BANK OF THE PHILIPPINES
	(LANDBANK).
1.1(i)	The Supplier is
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through LANDBANK's Corporate Budget for the contract approved by the LANDBANK Board of Directors for 2018 in the total amount of Three Million Three Hundred Thirty Thousand Pesos Only (P3,330,000.00).
1.1(k)	The Project Site is indicated in Section VI, Schedule of Requirements.
5.1	The Procuring Entity's address for Notices is:
	Procurement Department Land Bank of the Philippines 25th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets 1004 Malate, Manila Telephone (+632) 522-0000 or 5512200 local 7370 Fax (02) 528-8587 Email lbphobac@mail.landbank.com
	The Supplier's address for Notices is:
6.2	Delivery and Documents –
	The delivery terms applicable to this Contract are delivered to LANDBANK Plaza Building, 1598 M.H. Del Pilar cor. Dr. J. Quintos Sts., Malate, Manila as per Purchase Order/Contract. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.
	Upon the delivery of the Goods to LANDBANK Plaza Building, 1598 M.H. Del Pilar cor. Dr. J. Quintos Sts., Malate, Manila, the Supplier shall notify LANDBANK Procurement Department and present the following documents:
	(i) Original and four copies of the Supplier's invoice

- showing Goods' description, quantity, unit price, and total amount:
- (ii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (iii) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (iv) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and

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

Incidental Services -

The Supplier is required to provide all of the following services, including additional services, if any, in addition to those specified in Section VI. Schedule of Requirements:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods.
- (d) performance or supervision or maintenance and/or repair of the supplied Goods during the Warranty period; and
- (e) training of the LANDBANK's personnel on-site, in operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to

	extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness	
	of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.	
	Transportation –	
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.	
	The Procuring Entity accepts no liability for the damage of Goods during transit. Risk and title to the Goods will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.	
	Patent Rights –	
	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.	
10.0	Payment shall be through direct credit to the bidder's deposit account with LANDBANK. Bidders are required to maintain a deposit account with LANDBANK's Cash Department or any of its Branches.	
13.4(c)	Expiration of performance security should be six (6) months after the last date of delivery/end of contract for staggered deliveries, multi-year contracts and for contracts with adjustment in implementation date, whichever is applicable. In any case, the winning bidder shall cause the extension of the validity of its performance security at no cost to LANDBANK.	
16.1	Not applicable	
17.3	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.	
17.4	No further instructions.	
21.1	If the bidder is a joint venture, all partners to the joint venture shall be jointly and severally liable to the procuring entity.	

Specifications

Quantity	Specifications	Statement of Compliance
		Bidders must state below either "Comply" or "Not Comply" against each of the individual parameters of each specification.
		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)(iii)
One (1) Lot	Soil Sub-Surface Investigation Services for Ten (10) Proposed LANDBANK Building Construction Projects	Please state here either "Comply" or "Not Comply"
	Scope of the project and other requirements per attached Revised Terms of Reference (Annexes A-1 to A-4).	
	The following documents shall be submitted inside the First Envelope:	
	a. Copy of updated PRC Licensed or Certificate of Civil/Geotechnical Engineer;	

b.	Copy of Certificate of Good Standing from Association of Structural Engineers of the Philippines (ASEP) or Philippine Institute of Civil Engineers (PICE);
C.	Copy of Accreditation Certificate from Bureau of Research and Standard and/or Department of Public Works and Highways;
	Copy of updated/renewed Department of Trade and Industry Registration Certificate;
	List of at least five (5) completed projects/contracts with contact persons, numbers and addresses;
f.	Copy of Purchase Order or Acceptance Certificate to support the above mentioned completed projects/contracts.
g.	Copy of Certificate of Satisfactory Performance for the above-mentioned projects/contracts.

Conforme:	
	Name of Bidder
	Signature Over Printed Name of Authorized Representative
	Position

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).
- 4. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet).
- 5. Section VI Schedule of Requirements with signature of bidder's authorized representative.

- 5. Section 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. 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).

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 updated PRC Licensed or Certificate of Civil/Geotechnical Engineer.

- 13. Copy of Certificate of Good Standing from Association of Structural Engineers of the Philippines (ASEP) or Philippine Institute of Civil Engineers (PICE).
- 14. Copy of Accreditation Certificate from Bureau of Research and Standard and/or Department of Public Works and Highways.
- 15. Copy of updated/renewed Department of Trade and Industry Registration Certificate.
- 16. List of at least five (5) completed projects/contracts with contact persons, numbers and addresses;
- 17. Copy of Purchase Order or Acceptance Certificate to support the above mentioned completed projects/contracts.
- 18. Copy of Certificate of Satisfactory Performance for the above-mentioned projects/contracts.
- Post-Qualification Documents (Non-submission of the following documents may result in bidder's post-disqualification):
 - 19. 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.
 - 20. 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)

TERMS OF REFERENCE

FOR THE HIRING OF SERVICE PROVIDER – SOIL SUB-SURFACE INVESTIGATION FOR THE TEN (10) PROPOSED LANDBANK BUILDING CONSTRUCTION

I. OBJECTIVE

To conduct and perform soil drilling and investigation to determine the allowable soil capacity which includes all other data of the soil analysis and to recommend the applicable types of foundation that needed in the preparation of structural design of the proposed project.

II. QUALIFICATION OF PROSPECTIVE GEOTECHNICAL CONTRACTOR

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Qualification Requirements 1. Geotechnical Contractor must be a member in good standing by the Philippine Institute of Civil Engineers (PICE) or Association of Structural Engineers of the Philippines (ASEP)	Documentary Requirements Copy of updated PRC Licensed or Certificate of Civil/ Geotechnical Engineer Copy of Certificate of good standing from ASEP or PICE
 Testing Laboratory must be accredited by the Bureau of Research and Standard and/or DPWH. 	Copy of Accreditation Certificate from Bureau of Research and Standard / DPWH
3. Must have a minimum experience of Five (5) years in the field of soil sub-surface investigation for medium rise buildings.	Registration Certificate

III. SCOPE OF WORK AND PERFORMANCE DURATION

1. Perform a thorough soil sub-surface investigation for **Three (3) boreholes** at depth of 25 meters as designated by Project Management and Engineering Department (PMED) (see attached typical site plan);

SUBJECT: TERMS OF REFERENCE FOR THE HIRING OF SERVICE PROVIDER – SOIL SUB-SURFACE INVESTIGATION FOR THE TEN (10) PROPOSED LANDBANK BUILDING CONSTRUCTION

2. Submit to LBP-PMED five (5) copies of the following:

Document/Description	Duration	
a. Comprehensive soil sub-surface report with the corresponding <i>comments, conclusions,</i> recommendations and pictures Signed by the Geotechnical Consultant;	Thirty (30) calendar days after the	
b. Provide specific advice to the Bank on geotechnical aspects/controversies and solutions to geotechnical engineering problems.	issuance of NTP per project	

3. Upon formal request, to personally appear and represent the Bank before any authorized body as expert witness in the resolution of geotechnical engineering controversies.

IV. BUDGETARY COST ESTIMATE

Budgetary cost estimate inclusive of VAT for the TEN (10) PROPOSED LANDBANK BUILDING CONSTRUCTION is in the amount of Three Million Three Hundred Thirty & 00/100 Pesos (Php 3,330,000.00) for the following locations, to wit:

Location	No. of Strett condica
NLBG	2
CLBG	2
SLBG	2
VBG	2
MBG	2

V. MANNER OF PAYMENT AND LIQUIDATED DAMAGE

- 1. Professional Services fee based on the Approved Contract Price (ACP), inclusive of basic fee and all other miscellaneous fees, shall be payable upon delivery and acceptance of all documents/deliverables enumerated in item III.2;
- 2. Liquidated Damage (LD) to be computed as follows;

SUBJECT: TERMS OF REFERENCE FOR THE HIRING OF SERVICE PROVIDER – SOIL SUB-SURFACE INVESTIGATION FOR THE TEN (10) PROPOSED LANDBANK BUILDING CONSTRUCTION

 One Tenth of One Percent of the Approved Contract Price will be deducted each day delayed for the submission and completion of the said deliverables.

VI. VALIDITY

The contract shall be valid upon completion of the 10 projects or within 2 years upon award, whichever comes earlier.

VII. PRE-TERMINATION

LANDBANK reserves the right to pre-terminate the contract should the delay in the delivery exceeds 30% of the prescribed timeline per activity.

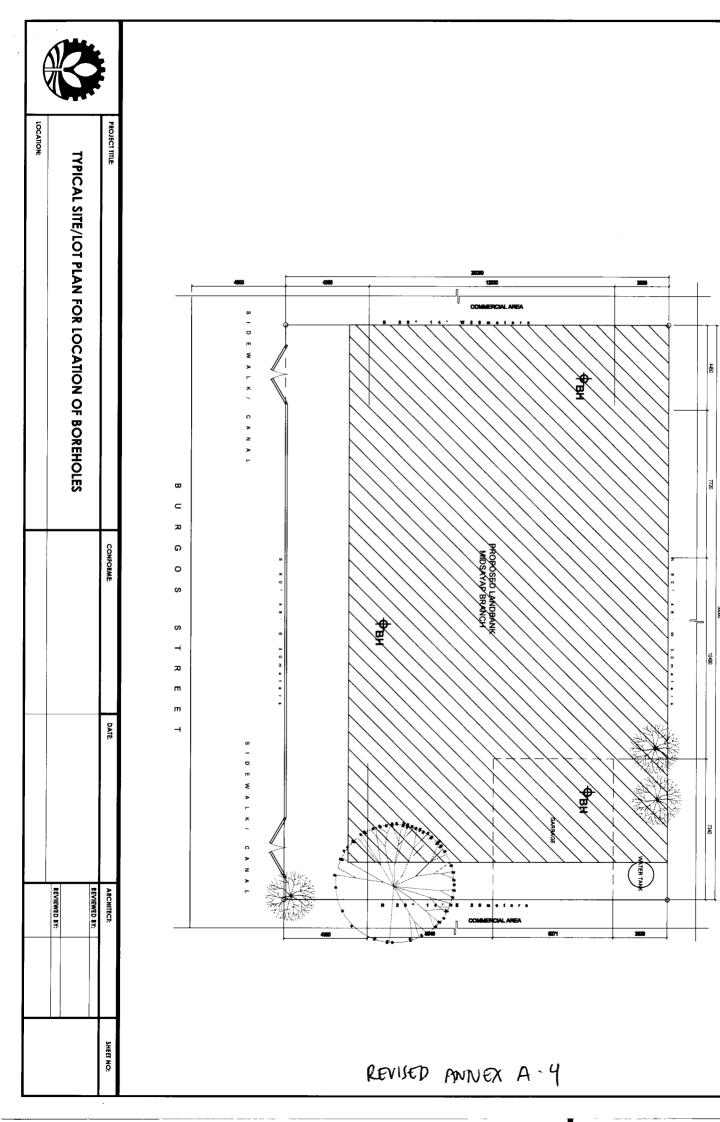
Prepared by:

Reviewed by:

Approved by:

Bheverly M. Clamaña Civil Engineer, PMED-TSU

John Alben V. Mislang PDQ/Head, PMED-TSU Alexander S. Lazaro
AVP, PMED



CLASS D

The following are the Proposed Branches Building Construction:

NORTH LUZON Branches Group (NLBG)

- 1. LANDBANK Bayambang Branch
- 2. LANDBANK Alaminos Branch
 - **CENTRAL LUZON Branches Group (CLBG)**
- 3. LANDBANK San Fernando (P) Branch Expansion
- LANDBANK Cabanatuan Branch
 SOUTH LUZON Branches Group (SLBG)
- 5. LANDBANK Labo Branch
- LANDBANK Trece Martires Branch
 VISAYAS Branches Group (VBG)
- 7. LANDBANK Dumaguete Branch
- 8. LANDABNK Kalibo Branch
 MINDANAO Branches Group
- 9. LANDABNK Marawi Branch
- 10. LANDBANK Pagadian Balintawak Branch

Note: The following proposed sites are subject to change.