

**SUPPLEMENTAL/BID BULLETIN NO. 1**  
**For LBP-GIBAC-ITB-GS-20240618-01**

**PROJECT** : **Structural Investigation and Retrofitting Design for the Existing Four (4) LANDBANK Buildings (Bacolod, Panabo, Aurora Boulevard and Cebu-Osmeña Boulevard)**

**IMPLEMENTOR** : **GI-BAC Secretariat**

**DATE** : **July 18, 2024**

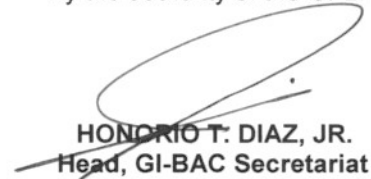
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This Supplemental/Bid Bulletin is issued to modify, amend and/or clarify certain items in the Bid Documents. This shall form an integral part of the Bid Documents.

Modifications, amendments and/or clarifications:

- 1) The bidder/s are encouraged to use the Bid Securing Declaration as Bid Security.
- 2) The Terms of Reference (Annexes D-1 to D-9), Special Conditions of Contract (GCC Clauses 3 and Item 2 of Other Provisions), Technical Specifications (Section VII) and Checklist of Bidding Documents (Item Nos. 12 of Technical Documents, 15.1 to 15.4 and 16.1 to 16.5 of Other Documents to Support Compliance with Technical Specifications) have been revised. Please see revised Annexes D-1 to D-9 and specific sections of the bidding documents.

By the authority of the GI-BAC:



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

**TERMS OF REFERENCE**

**STRUCTURAL INVESTIGATION AND RETROFITTING DESIGN FOR THE EXISTING FOUR (4) LANDBANK BUILDINGS**

**I. GENERAL OBJECTIVE**

To conduct and perform detailed structural investigation and prepare the retrofitting design, if any, to comply with the latest National Structural Code of the Philippines (NSCP) 7<sup>th</sup> Edition second printing requirements, to accommodate additional load usages for the safety of the LANDBANK personnel and its clients during the event of an earthquake or typhoon, and to address and to provide recommendations to all structural building concerns.

**II. BACKGROUND**

The Project Management & Engineering Department (PMED) had Identified four (4) sites nationwide wherein building renovations with change of usage are proposed in a LANDBANK owned buildings. Please refer to the table below for the details of the LANDBANK Buildings:

	<b>Branch Name and Locations</b>	<b>No. of Storey</b>	<b>Floor Area</b>	<b>Building Structure / Date Constructed</b>	<b>Building Concerns</b>
1	<b>LANDBANK Bacolod City Branch</b>  Address: LANDBANK Building Cottage Road cor. Gatuslao Street, Bacolod City, Negros Occidental	3	<b>Ground Floor Area:</b> 857.2 m <sup>2</sup>  <b>2<sup>nd</sup> Floor Area:</b> 561.58 m <sup>2</sup>  <b>3<sup>rd</sup> Floor Area:</b> 372.33 m <sup>2</sup>  <b>Total Floor Area:</b> <u>1,791.11 m<sup>2</sup></u>	Concrete / 1996	<ul style="list-style-type: none"> <li>➤ The existing roof deck at second floor of the building structure will be utilized as records area.</li> <li>➤ Some of the occupancy areas of the building will be changed from office to records.</li> <li>➤ The building has no record or structural as built to determine if the building is still safe for occupancy.</li> </ul>
2	<b>LANDBANK Panabo Branch</b>  Address: LANDBANK Building, National Highway, Panabo City, Davao del Norte	2	<b>Ground Floor Area:</b> 242.5 m <sup>2</sup>  <b>2<sup>nd</sup> Floor Area:</b> 242.5 m <sup>2</sup>  <b>Total Floor Area:</b> <u>485.00 m<sup>2</sup></u>	Concrete / 2011	<ul style="list-style-type: none"> <li>➤ Some of the occupancy areas of the building will be changed from offices to records.</li> <li>➤ The building has no record or structural as built to determine if the building is still safe for occupancy.</li> </ul>

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3	<b>LANDBANK Aurora Blvd. Branch</b>  Address: UCPB Building 725 Aurora Blvd., New Manila, Quezon City	2	<b>1<sup>st</sup> Floor Area:</b> 447.00 m <sup>2</sup>  <b>2<sup>nd</sup> Floor Area:</b> 405.00 m <sup>2</sup>  <b>Total Floor Area:</b> <u>852.00m<sup>2</sup></u>	Concrete / No Available Data Data	➤ Some of the occupancy areas of the building will be changed from office to records.  ➤ The building has no record or structural as built to determine if the building is still safe for occupancy.
4	<b>LANDBANK Cebu-Osmeña Blvd. Branch</b>  Address: LANDBANK Building, Osemeña Blvd. cor P. del Rosario Street, Cebu City, Cebu	2	<b>1<sup>st</sup> Floor Area:</b> 1,378.155 m <sup>2</sup>  <b>2<sup>nd</sup> Floor Area:</b> 1,002.900 m <sup>2</sup>  <b>Total Floor Area:</b> <u>2,381.055 m<sup>2</sup></u>	Concrete / 1940's	➤ The building was retrofitted in 2013 but was struck immediately with a Magnitude 7.2 Earthquake.  ➤ Some of the occupancy areas of the building will be changed from office to records.  ➤ The building has no record or structural as built to determine if the building is still safe for occupancy.

**III. SCOPE OF WORKS**

The Project, in general, shall consist of the detailed engineering investigation activities and design analysis for each structure which include but not limited to the following:

1. The service provider shall mobilize within seven (7) C.D. after the receipt of Notice to Advice from PMED;
2. The service provider shall secure all required documents for travel prior to mobilization, including but not limited to safety health protocols and other travel requirements of the subject city/ municipality.
3. The service provider shall provide PMED the proposed date of mobilization, list of manpower who will conduct structural investigation, list of equipment to be used on site, copy of Notice of Award, Purchase Order and Notice to Proceed within one (1) C.D. after the receipt of Notice to Proceed from ProcD.
4. All stoppage of project shall be coordinated immediately, preferably within the same day to PMED for documentary purposes.
5. The service provider personnel on-site during the performance of this contract will be subjected to the health/safety protocols of the bank as well as the city/ municipality where the site is located.

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6. The following table is the time schedule of service provider to conduct structural investigation, viz:

Weekdays	Weekends
05:00 pm to 3:00am	08:00am to 05:00pm

Note: The time schedule may vary based on the activities/ actual condition of the site.

7. During the structural investigation, the service provider shall perform the following:

7.1. Perform field investigation and surveys to determine site conditions, and all other parameters necessary to perform the Technical Studies and detailed engineering. Also, perform assessment to the structural and non-structural component (i.e., Slab on grade, perimeter fence and masonry wall) of the existing building and provide the necessary recommendation and conclusion for the improvement of same for the safety of its occupancy.

7.2. Thorough evaluation analysis to ensure the safety of its occupant using non-destructive & destructive tests (location of sample extraction must not have an effect to the structural stability of the building structure) on the following components of the structure to determine its actual condition and design strength:

- Beam and Girders
- Columns
- Slabs
- Stairs
- Roof trusses
- Retaining walls
- And all other structural components of the existing building

7.3. Conduct Soil investigation (25m depth or 1 meter after the refusal).

	Branch Name	No. of Boreholes
1	LANDBANK Bacolod City Branch	Three (3)
2	LANDBANK Panabo Branch	Three (3)
3	LANDBANK Aurora Blvd. Branch	Two (2)
4	LANDBANK Cebu-Osmeña Branch	Four (4)

7.4. Submit structural engineering analysis and designs using applicable and acceptable licensed structural/engineering design computer software. The design analysis shall:

7.4.1 Consider the climatic, geological conditions of the site and actual site conditions;

7.4.2 Conform to, but not limited to the following standards set by the:

- National Structural Code of the Philippines 2015, 7<sup>th</sup> edition.

7.4.3 Be based on documents/data to be provided by the Bank such as, but not limited to, the following:

- Floor plans for additional reference only; and

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- Hazard Hunter result.

Note: Concrete coring is allowed subject for LANDBANK PROJECT Management Engineering and Department (PMED) approval

- Field measurement of structural member shall be done for the purpose of preparing the structural as-built drawings.
- Based on the approved Technical Report, preparation of the final construction plans, estimates of quantities, detailed unit price analysis and cost estimates.
- The service provider shall perform all duties to obtain data for the completion of structural investigation and submission of all deliverables.

**IV. DURATION**

The project shall have the following duration for each project upon receipt of Notice to Proceed (NTP), Notice of Advice and architectural floor plans with load map from LANDBANK-PMED for the project, viz:

	Branch Name and Locations	Calendar Days
1	LANDBANK Bacolod City Branch	Fifty (50)
2	LANDBANK Panabo Branch	Forty-five (45)
3	LANDBANK Aurora Blvd. Branch	Forty-five (45)
4	LANDBANK Cebu-Osmeña Branch	Fifty-five (55)

**V. QUALIFICATIONS OF THE PROSPECTIVE SERVICE PROVIDER**

Qualification Requirements	Documentary Requirements
1. A recognized Engineering Design Firm, duly organized under the laws of the Philippines	<ul style="list-style-type: none"> <li>• Photocopy of the Certificate of Incorporation of the Engineering Design Firm duly authenticated by the corporate secretary or Department of Trade &amp; Industry Certificate for sole proprietorship</li> </ul>
2. The <b>designing firm</b> must have at least five (5) years-experience in providing structural investigation services and retrofitting design in the Philippines and must also have a minimum of ten (10) completed contracts/projects in the Philippines	<ol style="list-style-type: none"> <li>List of at least ten (10) completed projects in the Philippines for structural investigation and retrofitting design services with the following features: <ul style="list-style-type: none"> <li>➤ <b>Type of structure:</b> Steel, Reinforced Concrete, and Composite Steel-concrete.</li> <li>➤ <b>Multi-storey</b> (Minimum of two (2) storey level building)</li> <li>➤ <b>Building Usage:</b> Residential, Commercial, Industrial, and institutional</li> </ul> </li> <li>Certified true copy of Purchase Order or Contract Agreement and Certificate</li> </ol>

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	<p>of Acceptance or Completion, with the following details:</p> <ul style="list-style-type: none"> <li>➤ Name of project</li> <li>➤ Location of project</li> <li>➤ Contact persons and number</li> </ul> <p>c. Ten (10) contracts completed in at least three (3) different years during 2019-2024.</p>
<p>3. The <b>Principal Structural Engineer</b> of the designing firm must be a licensed Civil Engineer of the Professional Regulation Commission (PRC) and a bona fide member (at least regular membership) of the Association of Structural Engineers of the Philippines, inc. (ASEP) in good standing</p>	<p>a. Photocopy of updated/renewed PRC License and/or Certificate of Registration from PRC as Civil Engineer</p> <p>b. Certification from ASEP indicating at least regular membership, with good standing status</p>
<p>4. The <b>Principal Structural Engineer</b> of the designing firm must have at least ten (10) years-experience in providing general structural investigation services in the Philippines and must have a minimum of ten (10) completed contracts / projects</p>	<p>a. List of at least ten (10) completed projects in the Philippines for structural investigation and retrofitting design services with the following features:</p> <ul style="list-style-type: none"> <li>➤ <b>Type of structure:</b> Steel, Reinforced Concrete, and Composite Steel-concrete.</li> <li>➤ <b>Multi-storey</b> (Minimum of two (2) storey level building)</li> <li>➤ <b>Building Usage:</b> Residential, Commercial, Industrial, and institutional</li> </ul> <p>b. Certified true copy of Purchase Order or Contract Agreement and Certificate of Acceptance or Completion, with the following details:</p> <ul style="list-style-type: none"> <li>➤ Name of project</li> <li>➤ Location of project</li> <li>➤ Contact persons and number</li> </ul> <p>c. Must have at least one completed project for each year for the year 2015-2019, and five (5) in at least three (3) different years during 2020-2024.</p>
<p>5. The designing firm must be using a Licensed Structural Engineering Software</p>	<p>a. Documentary proof of the Licensed Structural Engineering Software being used, whichever is available to wit:</p> <ul style="list-style-type: none"> <li>➤ Copy of Official Receipt (OR); or</li> <li>➤ License Certificate with validity issued by the Engineering Software Distributor; or</li> <li>➤ Notarized Certification of Authenticity</li> </ul>

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**VI. DELIVERABLES**

The winning bidder shall submit to LANDBANK/PMED four (4) copies of the following:

Document/Description	Duration															
<p>1. Structural Investigation report composed of, but not limited to the following:</p> <ul style="list-style-type: none"> <li>a. Background of the project;</li> <li>b. Visual assessment report/result with recommendation and conclusion for the improvement of same for the safety of its occupancy;</li> <li>c. Site photos during inspection;</li> <li>d. Results of non-destructive and destructive tests enumerated in item III.7.2;</li> <li>e. Result of soil test analysis conducted reflecting the following:               <ul style="list-style-type: none"> <li>e.1 Geologic setting of the area</li> <li>e.2 Geotechnical section of soil profile</li> <li>e.3 Soil Classification and design bearing capacity</li> <li>e.4 A plot showing the exact location of all test borings, surroundings and/or in-situ tests and excavations</li> <li>e.5 Technical descriptions and classifications of the materials encountered</li> <li>e.7 Standard penetration test (SPT-Value) and core recoveries</li> <li>e.8 Elevation of ground water table</li> <li>e.9 Expected total and differential settlement</li> <li>e.10 Laboratory test results of soil samples</li> <li>e.11 Field borehole log containing project location, depth of borehole and ground elevations, Ground water table elevation and Date started and finished</li> <li>e.12 Site pictures</li> <li>e.13 Recommendations for foundation type and design criteria, including bearing capacity, provisions to mitigate the effects of differential settlements and expansive soil strength loss,</li> </ul> </li> </ul>	<p>The project shall have the following duration for each project upon receipt of Notice to Proceed (NTP), Notice of Advice and architectural floor plans with load map from LANDBANK-PMED for the particular project, viz:</p> <table border="1" data-bbox="895 703 1364 1126"> <thead> <tr> <th></th> <th>Branch Name &amp; Locations</th> <th>Calendar Days</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>LANDBANK Bacolod City Branch</td> <td>Fifty (50)</td> </tr> <tr> <td>2</td> <td>LANDBANK Panabo Branch</td> <td>Forty-five (45)</td> </tr> <tr> <td>3</td> <td>LANDBANK Aurora Blvd. Branch</td> <td>Forty-five (45)</td> </tr> <tr> <td>4</td> <td>LANDBANK Cebu-Osmeña Branch</td> <td>Fifty-five (55)</td> </tr> </tbody> </table>		Branch Name & Locations	Calendar Days	1	LANDBANK Bacolod City Branch	Fifty (50)	2	LANDBANK Panabo Branch	Forty-five (45)	3	LANDBANK Aurora Blvd. Branch	Forty-five (45)	4	LANDBANK Cebu-Osmeña Branch	Fifty-five (55)
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<p>provisions for ground improvement measures, and effects of loads on and due to adjacent structures</p> <p>e.14 Conclusions</p> <p>f. Structural Plans in A3 size which include but not limited to the following:</p> <ul style="list-style-type: none"> <li>- As-found / As-built (concrete walls, CHB walls and drywalls should be visible and identified using legend)</li> <li>- Test locations</li> <li>- Load Maps</li> <li>- Crack's locations</li> <li>- Retrofitting plans and details</li> <li>- Location of Soil analysis/test location (including coordinates)</li> </ul> <p>g. Complete structural evaluation and analysis for the existing building, and complete soil analysis report including boring log and location of boreholes to be reflected in site development plan;</p> <p>h. In case the result of structural analysis of the building requires improvement, the structural engineer on record shall prepare and submit recommendations of at least Two (2) options for the proposed retrofitting design including its implementation and testing methodology;</p> <p>i. Preparation of scopes of works and budgetary cost estimates for the recommended Two (2) options/ of the proposed retrofitting design;</p> <p>j. Technical specifications for the 2 options of the proposed Retrofitting works with testing methodology for the proposed scope of works;</p> <p>k. Issuance of a Structural Certification that the building is structurally safe for occupancy, based on:</p> <ul style="list-style-type: none"> <li>- the present condition of the building, should no retrofitting works be required, or</li> <li>- should retrofitting works be required - after implementation of the said retrofitting works.</li> </ul>	
<p>2. Soft copy of the submitted report in PDF format and CAD file for drawings</p>	



## **VII. DOCUMENTS AND SERVICES TO BE PROVIDED BY PMED**

The following services and facilities will be provided by the LBP to the Service Provider.

- Data. The LBP/PMED will provide the Service Provider with Architectural floor plans.
- Access. LBP will assist the Project Service Provider in arranging visits to project sites.

## **VIII. OTHER CONDITIONS**

1. All operations required in performance of the scope of the project shall be undertaken in an orderly manner. Only qualified, skilled Civil Engineer shall be allowed to undertake of same.
2. Upon receipt of the Purchase Order and Notice to Proceed, the Principal Structural Engineer or the Authorized Representative of same should inform immediately the LANDBANK PMED for the conduct of pre-construction meeting (if necessary) and issuance of Notice of Advice from LANDBANK PMED.

## **IX. PAYMENT SCHEDULE**

Payment shall be paid to the Service Provider based on the submission and approval/ acceptance of the following outputs/deliverables:

- (a) 15 % of the design fee set out in the Price Schedule as a mobilization fee.
- (b) 65% of the design fee set out in the Price Schedule as payment upon submission of the structural investigation report and retrofitting design (if any).
- (c) 20% of the design fee set out in the Price Schedule as payment upon completion of the reconstruction of affected areas brought about by the structural investigation of the existing building.

## **X. PENALTY CLAUSE AND LIQUIDATED DAMAGES**


1. The service provider shall not be issued with the Certificate of Satisfactory Performance as penalty for uncollected debris and uncleaned work/storage area. An amount equivalent to the cost of hauling shall likewise be deducted from the contract cost of the project.
2. 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;
3. Liquidated Damage (LD) to be computed as follows;
  - When the service provider fails to satisfactorily complete the services under the contract within the specified schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the

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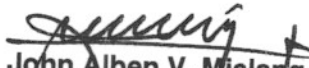
procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed services provided for completion for every day of delay until such services are finally completed and accepted by LANDBANK.

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 the service provider. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event LANDBANK shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid, in accordance with the Revised IRR of RA 9184.


Prepared by:

  
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**John Alben V. Mislang**  
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Approved by:

  
**Enrico DJ. Samaniego**  
Head, PMED

# Special Conditions of Contract

GCC Clause	
1	<p data-bbox="422 369 805 403"><b>Delivery and Documents –</b></p> <p data-bbox="422 436 1377 604">The procurement for Structural Investigation and Retrofitting Design for the Existing Four (4) LANDBANK Buildings was acquired through Competitive Bidding with Approved Purchase Order No. _____ dated _____, with Notice of Award and Notice to Proceed issued by LANDBANK's authorized signatory.</p> <p data-bbox="422 638 1377 817">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 data-bbox="422 828 1377 929"><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. Schedule of Requirements. In accordance with INCOTERMS.</p> <p data-bbox="422 952 1377 1120"><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. Schedule of Requirements. 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 data-bbox="422 1131 1377 1198">Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p data-bbox="422 1220 1377 1321">For purposes of this Clause the Procuring Entity's Representative/s at the Project Site/s is/are indicated in Section VI. Schedule of Requirements.</p> <p data-bbox="422 1355 726 1388"><b>Incidental Services –</b></p> <p data-bbox="422 1411 1377 1512">The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul data-bbox="422 1523 1377 1904" style="list-style-type: none"><li>a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li><li>c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li><li>d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li></ul>

- e. Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, 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.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof is included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period indicated in Section VI. Schedule of Requirements.

Spare parts or components shall be supplied as promptly as possible, but in any case, within months indicated in the Technical Specifications.

**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.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional

requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

*The outer packaging must be clearly marked on at least four (4) sides as follows:*

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

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.

**Transportation –**

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.

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.

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.

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><b>Intellectual Property Rights –</b></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"> <li>• Sales Invoice/Billing Statement/Statement of Account on or before the 15th day after every delivery</li> <li>• Delivery Receipt with printed name and signature of LANDBANK employee who received the delivery and actual date of receipt of items</li> <li>• Inspection Report with printed name and signature of LANDBANK employee who inspected the delivery and duly noted by the Head.</li> <li>• Warranty Certificate</li> </ul> <p>The Supplier shall be paid within sixty (60) calendar days after submission of sales invoice or claim and complete documentary requirements.</p>
3	<p><b>Expiration of performance security should be six (6) months after the last date of delivery/end of contract and issuance by the LANDBANK of Certificate of Final Acceptance.</b></p>
4	<p>Maintain the GCC Clause.</p>
5	<p>Maintain the GCC Clause.</p>
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</p>



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.

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.

Supplier shall pay taxes in full and on time.

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.

Other Provisions:

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

In addition to the grounds under the said Guidelines for Contract Termination the following are also grounds for pre-termination/termination:

- Failure by the service provider to perform its obligation thereon;
- Unsatisfactory Performance by the service provider within the contract duration

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.**



# Technical Specifications

<b>Specifications</b>	<b>Statement of Compliance</b>
<p>Structural Investigation and Retrofitting Design for the Existing Four (4) LANDBANK Buildings</p> <p>Notes:</p> <ol style="list-style-type: none"><li>1. Scope of Works and other requirements per <b>attached revised Terms of Reference (TOR) – Annexes D-1 to D-9.</b></li><li>2. Bid Form - Annexes E-1 to E-3</li><li>3. The documentary requirements enumerated in <b>Section V (Qualifications of the Prospective Service Provider) – Annex D-4 to D-5 of the revised TOR</b> shall be submitted in support of the</li></ol>	<p><b>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either “Comply” or “Not Comply”</b></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 subject to the applicable laws and issuances.</p> <p><b>Please state here either “Comply” or “Not Comply”</b></p>

<p>compliance of the Bid to the technical specifications and other requirements.</p> <p>Non-submission of the above requirements may result to post-disqualification of the bidder.</p>	
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**Conforme:**

\_\_\_\_\_

Name of Bidder

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_

Position

## 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 or Domestic Entity.
  - **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. **Revised Section VII – Technical 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 envelope (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.***

○ **Other Documents to Support Compliance with Technical Specifications [must be submitted inside the first bid envelope (Eligibility and Technical Component)].**

14. Photocopy of Certificate of Incorporation of the Engineering Design Firm duly authenticated by the corporate secretary or Department of Trade and Industry Certificate for Sole Proprietorship.

15. **For the Designing Firm:**

15.1 **List of at least ten (10) completed projects in the Philippines for structural investigation and retrofitting design services with the following features:**

- **Type of structure: Steel, Reinforced Concrete, and Composite Steel-Concrete.**
- **Multi-Storey [Minimum of two (2) storey level building]**
- **Building Usage: Residential, Commercial, Industrial, and Institutional**

15.2 **Certified true copy of Purchase Order or Contract Agreement and Certificate of Acceptance or Completion, with the following details:**

- **Name of project**
- **Location of project**
- **Contact persons and number**

15.3 **Must have at least one (1) completed project for each year over the last five (5) years**

15.4 **Documentary proof of the Licensed Structural Engineering Software being used, whichever is available to wit:**

- **Copy of Official Receipt (OR); or**
- **License Certificate with validity issued by the Engineering Software Distributor; or**
- **Notarized Certification of Authenticity.**

16. **For the Principal Structural Engineer:**

16.1 **Photocopy of updated/renewed Philippine Regulation Commission (PRC) License and/or Certificate of Registration from PRC as Civil Engineer**

**16.2 Certification from Association of Structural Engineers of the Philippines (ASEP) indicating at least regular membership with good standing status**

**16.3 List of at least ten (10) completed projects in the Philippines for structural investigation and retrofitting design services with the following features:**

- **Type of structure: Steel, Reinforced Concrete, and Composite Steel-Concrete.**
- **Multi-Storey [Minimum of two (2) storey level building]**
- **Building Usage: Residential, Commercial, Industrial, and Institutional**

**16.4 Certified true copy of Purchase Order or Contract Agreement and Certificate of Acceptance or Completion, with the following details:**

- **Name of project**
- **Location of project**
- **Contact persons and number**

**16.5 Must have at least one (1) completed project for each year for the year 2015-2019, and five (5) in at least three (3) different years during 2020-2024**

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

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).

**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).
  3. Bid Form (Annexes E-1 to E-3)

***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.***