

SUPPLEMENTAL/BID BULLETIN NO. 1 For LBP-HOBAC-ITB-GS-20190429-02

PROJECT

One (1) Year Messengerial/Courier Services for

LANDBANK Credit Card Statements of Account and other Credit Card Related Parcels for National Capital Region,

Luzon, Visayas and Mindanao Areas

IMPLEMENTOR

Procurement Department

DATE

June 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), Section VII (Specifications) and Checklist of the Bidding Documents (Item No. 8 of the Eligibility & Technical Components) have been revised. Please see attached revised Annexes A-1 to A-9 and specified sections of the Bidding Documents.
- 2) The deadline of submission and the schedule of opening of eligibility/technical and financial documents/proposals for the above project is re-scheduled to **June 13, 2019, 11:00 A.M.** at the Procurement Department, 25th Floor, LANDBANK Plaza Building, 1598 M. H. Del Pilar corner Dr. Quintos Streets, Malate, Manila.

ALWIN I. REYES, CSSP
Assistant Vice President
Head, Procurement Department and
HOBAC Secretariat

Specifications

Quantity	Specifications	Statement of Compliance
		Bidders must state below either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.
		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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii)
One (1) Year	Messengerial/ Courier Services for LANDBANK Credit Card Statements of Account and other Credit Card related parcels	Please state here either "Comply" or "Not Comply"
	National Capital 78,000 parcels Region	
	Luzon 112,596 parcels	
	Visayas 48,600 parcels	
	Mindanao 65,760 parcels	
	Scope of works and other requirements per attached Revised Terms of Reference (Annexes A-1 to A-9).	

The following documents must be submitted inside the eligibility/technical envelope:

- a. The Service Provider must have at least three (3) years of Satisfactory Experience in providing courier/messengerial services preferably for financial institutions or companies with time-sensitive mail/parcels.
- b. At least (1) or more branches/ offices per province that can also service LANDBANK Field Units per province under the regions identified in Section 2.1 of the Terms of Reference. List with addresses must be provided.
- c. Duly notarized self-certification on the existence/availability of Disaster Recovery/Business Continuity Plan (BCP) to ensure continuity of service provided to LANDBANK.
- d. List of areas Out of Delivery Zone (ODZ) or Out of Delivery Area (ODA) nationwide which will not be covered by their courier/messenger services.
- e. Certification that their serviceable area/s which must be at least 50% of their list of total zoning (barangays and municipalities) under areas/regions mentioned in Section 2.1 of the Terms of Reference.
- f. Certified true copies of List of branches/offices/agents with addresses, telephone numbers, contact persons and corresponding Mayor's Permit and Business Licenses for each of the branches/offices/agents.

- g. Certified true copies of List of Clients with name of contact person and contact number for each client.
- h. Certificate of Satisfactory Performance from at least 3 previous clients, one of which shall be issued by local commercial bank, credit card company, utility or telephone company with similar existing/completed project for the last three (3) years.
- i. Terms of Reference signed in all pages by the authorized representative/s of the bidder.

Conforme:		

 Name of Bidder
 Signature over Printed Name of Authorized Representative
Position

Checklist of Bidding Documents for Procurement of Goods and Services

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

First Envelope - Eligibility and Technical Components

- The First Envelope shall contain the following:
 - Eligibility Documents Class "A"

Legal Eligibility Documents

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

Technical Eligibility Documents

- 2. Duly notarized Omnibus Sworn Statement (sample form Form No.6)
- 3. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture (sample form Form No. 7).
- 4. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
- 5. Statement of the prospective bidder identifying its single largest completed contract similar to the contract to be bid, equivalent to at

least fifty percent (50%) of the ABC supported with contract/purchase order, end-user's acceptance or official receipt(s) issued for the contract, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).

- 6. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet).
- 7. Section VI Schedule of Requirements with signature of bidder's authorized representative.
- 8. Revised Section VII Specifications with response on compliance and signature of bidder's authorized representative.

Financial Eligibility Documents

- 9. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
- 10. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank.

Eligibility Documents – Class "B"

11. Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.

Technical Documents

- 12. The Service Provider must have at least three (3) years of satisfactory experience in providing courier/messengerial services preferably for financial institutions or companies with time-sensitive mail/parcels.
- 13. At least (1) or more branches/offices per province that can also service LANDBANK Field Units per province under the regions identified in

- Section 2.1 of the Terms of Reference. List with addresses must be provided.
- 14. Duly notarized self-certification on the existence/availability of Disaster Recovery/Business Continuity Plan (BCP) to ensure continuity of service provided to LANDBANK.
- 15. List of areas nationwide under their Out of Delivery Zone (ODZ) or Out of Delivery Area (ODA) which will not be covered by their courier/messenger services.
- 16. Certification of their serviceable areas which must be at least 50% of their list of total zoning (barangays and municipalities) under areas/regions mentioned in Section 2.1 of the Terms of Reference.
- 17. Certified true copies of List of branches/offices/agents with addresses, telephone numbers, contact persons and corresponding Mayor's Permit and Business Licenses for each of the branches/offices/agents.
- 18. Certified true copies of List of Clients with name of contact person and contact number for each client.
- 19. Certificate of Satisfactory Performance from engagement with previous clients (at least 3 clients) one of which shall be issued by local commercial banks, credit card companies, utilities or telephone companies with similar existing/completed project for the last three (3) years.
- 20. Terms of Reference signed in all pages by the authorized party(ies) of the supplier.
- 21. Copy of updated/renewed Professional Regulation Commission license as Civil/Structural Engineer.
- 22. Certificate of membership in good standing from the Philippine Institute of Civil Engineers (PICE) or Association of Structural Engineers of the Philippines (ASEP).
- 23. Copy of Accreditation Certificate from Bureau of Research and Standard and/or Department of Public Works and Highways.
- 24. Copy of updated/renewed Department of Trade and Industry Registration Certificate.
- 25. List of at least five (5) completed projects/contracts with contact persons, numbers and addresses;
- 26. Copy of Purchase Order or Acceptance Certificate to support the above mentioned completed projects/contracts.

- 27. 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):
 - 28. 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.
 - 29. 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)





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1. OBJECTIVE

To ensure excellent customer service and effectively manage the prompt delivery/physical transportation of LANDBANK Credit Card Statements of Accounts (SOAs) and other credit card related parcels to cardholders of the Bank.

2. SCOPE OF WORK

2.1 Delivery of LANDBANK Credit Card Statements of Accounts (SOA) and other credit card related parcels estimated at an average of 20,226 mailing items per month or about 242,712 mailing items per year, covering all cities and municipalities in the following regions;

Island Group	Number	Region (Regional Designation)
	1	National Capital Region (NCR)
	2	Ilocos Region (Region I)
	3	Cordillera Administrative Region (CAR)
	4	Cagayan Valley (Region II)
Luzon	5	Central Luzon (Region III)
	6	CALABARZON (Region IV-A)
	7	MIMAROPA (Region IV-B)
	8	Bicol Region (Region V)
	9	Western Visayas (Region VI)
Visayas	10	Negros Island Region (NIR or Region XVIII)
	11	Central Visayas (Region VII)
		Eastern Visayas (Region VIII)
	13	Zamboanga Peninsula (Region IX)
	14	Northern Mindanao (Region X)
Mindanao	15	Caraga (Region XIII)
	16	Davao Region (Region XI)
	17	SOCCSKSARGEN (Region XII)
	18	Autonomous Region in Muslim Mindanao (ARMM)





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2.2 Can also provide services in the following specific Class A cities/municipalities and/or areas where a number of our clients are located:

Region / Province	City / Municipality
Central Luzon	
Bulacan	San Miguel
MIMAROPA (Region IV-B)	
Palawan	Brooke's Point, Coron, Narra
Western Visayas (Region VI)	
Guimaras	Guimaras
Antique	San Jose
Negros Island Region (NIR or Region	
XVIII) • Negros Oriental	Mabinay
1 Negros Offernal	Ividolitay
Central Visayas (Region VII)	
• Cebu	Argao, Bantayan, Daanbantayan, Dalaguete, Liloan
Eastern Visayas (Region VIII)	
• Leyte	Abuyog, Burauen, Carigara, Isabel
Zamboanga Peninsula (Region IX)	
Zamboanga Del Norte	Dapitan, Dipolog, Sindangan
Zamboanga Del Sur	Molave
Zamboanga Sibugay	lpil



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Region / Province	City / Municipality	
Northern Mindanao (Region X)		
Bukidnon	Don Carlos, Impasug-ong, Kitaotao, Manolo Fortich, Maramag	
Lanao Del Norte	Lala	
Misamis Oriental	Claveria	
Davao Region (Region XI)		
Davao Del Norte	Carmen, Kapalong, Sto. Tomas	
Davao Del Sur	Sta. Cruz	
Davao Occidental	Malita	
Davao Oriental	Baganga, Caraga, Lupon	
SOCCSKSARGEN (Region XII)		
North Cotabato	Kabacan, Midsayap, M'lang	
South Cotabato	Banga, Lake Sebu, Polomolok, Surallah, Tupi	
Sarangani	Alabel, Glan, Kiamba, Maasim	
Sultan Kudarat	Columbio, Esperanza, Isulan, Lebak, Bagumbayan	
Caraga (Region XIII)		
Agusan Del Norte	Buenavista, Butuan	
Agusan Del Sur	Esperanza, La Paz, Prosperidad, San Francisco	
Dinagat Islands Surings Del Surings	Dinagat	
Surigao Del Sur	San Miguel	
ARMM		
Maguindanao	Cotabato City	
	Parang	



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- 2.3 We have attached (Annex A) the estimated quantity (No. of parcels) for each region for reference;
- 2.4 Delivery Period: Three (3) to five (5) days depending on the client's nominated billing address:

Area	Nominated Billing Address	Delivery Period	Recipient
NCR	Home Add	Within 5 CALENDAR days	
	Office Add	Within 3 WORKING days	Cardholder or any
Provinces	Home Add	Within 5 CALENDAR days	of his/her representative
	Office Add	Within 3 WORKING days	

- 2.5 Delivery of parcels shall commence the working day following pick-up by the Service Provider from LANDBANK's Facilities Management Department or at the Bank's designated pick-up site/location (Within NCR). Delivery attempts to the addressee or consignee shall be up to three (3) times at no additional cost to LANDBANK. On the 1st attempt and the addressee or consignee is not available to receive the parcel, any of his/her relative/representative present at his/her nominated billing address at the time of delivery may receive the parcel. The Service Provider's on-site personnel shall take note of the full name of the receiver and their relationship with the consignee and the same will be included in their report to LANDBANK.
- 2.6 Track and Trace capability to verify/ update status of shipments thru online one (1) day after receipt of parcel from the Bank.
- 2.7 Parcels not delivered within the stated transit time and condition shall not be subject to delivery charges unless the reason for non-delivery falls under any of the following:
 - 2.7.1 Defect/discrepancy in the destination/client nominated address; and
 - 2.7.2 Act or omission of the addressee or his/her authorized representative which directly caused the failure to deliver.
- 2.8 In case the failure to deliver the parcels is a result of the reasons stated above, the Service Provider shall notify LANDBANK within three (3) working days from the date of such failure. The Service Provider shall not collect delivery charges if it fails to notify

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unless the failure to make such notification is due to fortuitous events or circumstances beyond the control of the Service Provider, or causes attributable to LANDBANK. Provided that if the undelivered parcels are subsequently and properly delivered, the Service Provider shall be entitled to collect the corresponding delivery charges;

- 2.9 Parcels shall be picked up by the Service Provider from LANDBANK's Facilities Management Department (FMD) or at the Bank's designated pick-up site/location for card delivery/dispatch (within NCR) between 1:00PM to 5:00 PM unless notified by LANDBANK that pick-up is not necessary;
- 2.10 No pick-up of parcels from LANDBANK's Facilities Management Department (FMD) during Saturdays, Sundays and Holidays, however, the delivery period covers Saturdays, Sundays and Holidays;
- 2.11 In the event that pick-up is made on a Friday or a day prior to weekend or a day preceding a holiday, the counting of delivery period shall start on Monday or on the next banking day, respectively.

3. MESSENGERIAL/COURIER FEES

- 3.1. The Service Provider's fees shall be ranged up to maximum of ₽110.00 per mailing item successfully delivered to the cardholder, inclusive of Value Added Tax and other applicable taxes.
- 3.2. The Bank shall pay the collection fee on a monthly basis, within fifteen (15) working days from receipt of the Service Provider's correct billing/statement of account accompanied by a list of successfully delivered parcels within delivery period as stated in item 2.4, and a list of parcels delivered beyond the delivery period.

4. CONTRACT DURATION

4.1. The contract shall be for a period of one (1) year which shall commence from the date of contract signing.

5. ELIGIBILITY AND DOCUMENTARY REQUIREMENTS

- 5.1 The Service Provider must have at least three (3) years of satisfactory experience in providing courier/messengerial services preferably for financial institutions or companies with time-sensitive mail/parcels;
- 5.2 The Service Provider must have at least one (1) or more branches/offices per province that can also service LANDBANK Field Units per province under the regions identified in Section 2.1 (List with address must be submitted);

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- 5.3 The Service Provider shall submit a duly notarized self-certification on the existence/availability of Disaster Recovery/Business Continuity Plan (BCP) to ensure continuity of service provided to LANDBANK;
- 5.4 The Service Provider shall provide a list of areas nationwide under their Out of Delivery Zone (ODZ) or Out of Delivery Area (ODA) which will not be covered by their courier/messengerial services.
- 5.5 The Service Provider shall submit certification of their serviceable areas which must be at least 50% of their list of total zoning (barangays and municipalities) under areas/regions mentioned in 2.1.
- 5.6 The Service Provider shall submit certified true copies of the following documentary requirements:
 - 5.6.1 List of branches/office/agents with address, telephone numbers, contact persons and corresponding Mayor's Permit and Business Licenses for each of the branches/ offices/agents;
 - 5.6.2 List of Clients with name of contact person and contact number for each client;
 - 5.6.3 Certificate of satisfactory performance from engagement with previous clients (at least 3 clients) one of which shall be issued by local commercial banks, credit card companies, utilities or telephone companies with similar existing/completed projects for the last three (3) years;
 - 5.6.4 Terms of Reference signed in all pages by the authorized party(ies) of the supplier.

6. COMPLIANCE WITH LAWS, POLICIES, PROCESSES, REGULATIONS AND STANDARDS

- 6.1 Service Provider must comply with the requirements under Appendix 100 (Appendix to Sec. X162.6) of the Manual of Regulations for Banks (MORB) which states among others the inclusion in the service level agreement of contract between the Bank and the Service Provider of the following:
 - a. Complete description of the work to be performed or services to be provided;
 - b. Fee structure;
 - c. Provisions governing amendment and pre-termination of contract;
 - d. Responsibility, fines, penalties and accountability of the service provider for errors, omissions and frauds:







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- e. Confidentiality of all data and information; solidarity liability of service provider and bank for any violation of R.A. No. 1405, (the Bank Deposits Secrecy Law) actions that the bank may take against the service provider for breach of confidentiality or any form of disclosure of confidential information; and the applicable penalties;
- f. Segregation of the data of the bank from that of the service provider and its other clients;
- g. Disaster recovery/business continuity contingency plans and procedures:
- h. Guarantee that the service provider will provide necessary levels of transition assistance if the bank decides to convert to other service providers or other arrangements;
- i. Access to the financial information of the service provider;
- j. Access of internal and external auditors to information regarding the outsourced activities/ services which they need to fulfill their respective responsibilities;
- k. Access of Bangko Sentral to the operations of the service provider in order to review the same in relation to the outsourced activities/ services:
- Service provider shall immediately take the necessary corrective measures to satisfy the findings and recommendations of Bangko Sentral examiners and those of the internal and/or external auditors of the bank and/or the service provider;
- m. Remedies for the bank in the event of change of ownership, assignment, attachment of assets, insolvency, or receivership of the service provider; and
- n. Bank may cancel the contract by contractual notice of dismissal or extraordinary notice of cancellation if so required by the Bangko Sentral;
- 6.2 DATA PRIVACY ACT It is understood that the Service Provider shall ensure at all times the confidentiality of any personal information that comes to its knowledge and possession, prevent its use for unauthorized purposes, and generally, comply with the requirements of Republic Act 10173 – Data Privacy Act of 2012 and its Implementing Rules and Regulations.

The Service Provider shall comply with LANDBANK's Service Level Agreement and Non-Disclosure Agreement (NDA) and Acceptable Use Policy (AUP);

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6.3 Bidder must, in performance of work under this contract, fully comply with all other applicable national or local laws and executive orders, policies, processes, regulations and standards required by law.

7. OTHER TERMS AND CONDITIONS

- 7.1. EMPLOYER EMPLOYEE RELATIONSHIP It is understood that the service personnel of the Service Provider are not employees of LANDBANK. The Service Provider shall be solely responsible under existing labor laws, rules and regulations or those that may hereafter be enacted regulating employer- employee relationship, and/or other employment benefits which the service personnel may be entitled. The Service Provider hereby warrants that it shall fully and faithfully comply with the labor laws, including but not limited to the statutory minimum wage decrees, rules and regulations and that it shall keep LANDBANK free and harmless from any liability whatsoever in the event that any claim arising under such laws, decrees, rules and regulations is presented/filed.
- 7.2. The Service Provider shall allow LANDBANK to conduct scheduled/surprise plant/site inspection/visit as deemed necessary;
- 7.3. BILLING Service Provider shall provide timely billing to LANDBANK to avoid delays/overdue in payment. Last billing should be submitted for payment within three (3) months from complete delivery/ expiry of contract;
- 7.4. PAYMENT Shall be based on actual services/volume processed and delivered;
- 7.5. LOSS/ DAMAGE OF PARCELS The Service Provider shall be financially liable for any loss of the parcels while in transit in the event of loss or damage. The Service Provider shall pay the cost/contents of the parcels. For loss of Statement of Account, P200; loss of credit card, P1,000;
- 7.6. PENALTY Parcels not delivered within the prescribed period shall be charged 1/10th of 1% of the total cost of charges multiplied by the maximum number of days of delay;
- 7.7. ACCIDENTS AND DAMAGES The Service Provider shall be solely responsible for any and all injuries or damages to persons or property caused by it and/or of its service personnel assigned to LANDBANK in the course of the performance of its obligations. LANDBANK shall not be responsible for the death or injury sustained by the Service Provider's service personnel while in the performance of their obligation to LANDBANK. In case of such death, accident or damage, LANDBANK is specifically relieved of any damage and responsibility therefore;
- 7.8. PRE-TERMINATION In case of delay in the delivery or non-performance of the terms and conditions by the Service Provider where, damages to the operations of the department were ascertained, LANDBANK reserves the right to pre-terminate the

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contract. A thirty (30)-day notice of pre-termination shall be sent to the Service Provider, the period of which will run upon receipt of such notice.

7.9. Any action that may arise from the contract shall be filed in the Courts of the City of Manila. It is expressly agreed that in case of litigation, the party at fault shall pay the aggrieved party an amount equivalent to 10% of the amount due as Attorney's Fees.

8. CONTRACT CONTENTS

This TOR and any addenda, bidder's responses including any amendments, any best and final offers, and any negotiations shall be included in any resulting contract. Section 5 – Eligibility and Documentary Requirements, enumerates all the required information and documents that the bidder must submit as part of its proposal to qualify for further consideration, and will serve as basis for any contract between LBP and the bidder.

