



BID BULLETIN NO. 3
For LBP-HOBAC-ITB-GS-20170502-01

PROJECT : **One (1) Year Messengerial/Courier Services for
LANDBANK Credit Card Statements of Account**

IMPLEMENTOR : **Procurement Department**

DATE : **August 2, 2017**

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

The modifications, amendments or clarifications are as follows:

- Section VII (Specifications) & Checklist of Bidding Documents (Items 3.f, 3.g and 6) have been revised. Please see attached revised specific sections of the Bidding Documents.
- The deadline of submission and the schedule of opening of eligibility/technical and financial documents/proposals for the above project is re-scheduled to **August 10, 2017, 11:00 A.M.** at the Procurement Department, 25th Floor, LANDBANK Plaza Building, 1598 M. H. Del Pilar corner Dr. Quintos Streets, Malate, Manila.


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

Specifications

Specifications	Statement of Compliance								
<p style="text-align: center;">One (1) Year Messengerial/Courier Services for LANDBANK Credit Card Statements of Account</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">National Capital Region</td> <td style="text-align: right;">96,000 parcels</td> </tr> <tr> <td>Luzon</td> <td style="text-align: right;">120,000 parcels</td> </tr> <tr> <td>Visayas</td> <td style="text-align: right;">72,000 parcels</td> </tr> <tr> <td>Mindanao</td> <td style="text-align: right;">72,000 parcels</td> </tr> </table> <p>Scope of works and other requirements per attached Revised Terms of Reference (Annexes A-1 to A-6).</p> <p>The following documents shall be submitted inside the eligibility/technical envelope:</p> <ol style="list-style-type: none"> 1. Revised Terms of Reference (TOR) with signature/initial by the bidder's authorized signatory/ies on every page. 2. Certificate of satisfactory performance 	National Capital Region	96,000 parcels	Luzon	120,000 parcels	Visayas	72,000 parcels	Mindanao	72,000 parcels	<p style="text-align: center;">Bidders must state below either "Comply" or "Not Comply" against each of the individual parameters of each specification.</p> <p>Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii)</p> <p style="text-align: center;">Please state here either "Comply" or "Not Comply"</p>
National Capital Region	96,000 parcels								
Luzon	120,000 parcels								
Visayas	72,000 parcels								
Mindanao	72,000 parcels								

from engagement with previous clients [at least three (3) clients; one (1) from LANDBANK, if applicable] with at least three (3) years of satisfactory experience in providing courier/messengerial services preferably for financial institutions or companies with time-sensitive mail/parcels.

3. List of at least one (1) branch/office/agent in every region identified in Item No. 2.1 of the TOR with addresses, contact persons and contact numbers.
4. Mayor's permit and business licenses for each branch/office/agent identified in Item No. 2.1 of the TOR.
5. Notarized self-certification on the existence/availability of Disaster Recovery/Business Continuity Plan to ensure continuity of service.
6. List of clients with contact persons and contact numbers.

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Checklist of Bidding Documents for Procurement of Goods and Services

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

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

1. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture (sample form - Form No.7).
2. Duly notarized Omnibus sworn statement (sample form - Form No.6).
3. Eligibility requirements
 - **Legal Document**
 - 3.a PhilGEPS Certificate of Registration (Platinum Membership)
 - **Technical / Financial Documents**
 - 3.b Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB. (sample form - Form No. 3). The duly signed form shall still be submitted even if the bidder has no on-going contract.
 - 3.c Statement of the prospective bidder identifying its single largest completed contract similar to the contract to be bid, equivalent to at least fifty percent (50%) of the ABC supported with contract/purchase order, end-user's acceptance or official receipt(s) issued for the contract, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB. (sample form - Form No. 4).
 - 3.d The prospective bidder's computation for its Net Financial Contracting Capacity (sample form - Form No. 5).
 - 3.e Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized

statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance.

3.f Revised Terms of Reference with signature/initial by the bidder's authorized signatory/ies on every page.

3.g Certificate of satisfactory performance from engagement with previous clients [at least three (3) clients; one (1) from LANDBANK, if applicable] with at least three (3) years of satisfactory experience in providing courier/messengerial services preferably for financial institutions or companies with time-sensitive mail/parcels.

3.h List of at least one (1) branch/office/agent in every region identified in Item No. 2.1 of the TOR with addresses, contact persons and contact numbers.

3.i Mayor's permit, business license and contract for each branch/office/agent identified in Item No. 2.1 of the TOR.

3.j Notarized self-certification on the existence/availability of Disaster Recovery/Business Continuity Plan to ensure continuity of service.

3.k List of clients with contact persons and contact numbers.

4. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet);

5. Schedule VI - Schedule of Requirements with signature of bidder's authorized representative.

6. Revised Section VII - Specifications with response on compliance and signature of bidder's authorized representative.

7. Post-Qualification Documents – (Non-submission of these documents during the bid opening shall not be a ground for the disqualification of the bidder):

7.a Business Tax Returns per Revenue Regulations 3-2005 (BIR No. 2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed through the BIR Electronic Filing and Payments System (EFPS); and

7.b Income Tax Return for 2016

The Financial Component (Second Envelope) shall contain the following:

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

TERMS OF REFERENCE (TOR)

**Messengerial/Courier Services for the Delivery of LANDBANK Credit Card
Statements of Account and Other Credit Card Related Parcels**

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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 Door-to-door delivery of LANDBANK Credit Card Statements of Accounts (SOA) and other credit card related parcels estimated at about 30,000 mailing items per month or about 360,000 mailing items per year, covering all cities and municipalities in the following regions;

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

TERMS OF REFERENCE (TOR)

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2.2 We have attached (Annex A) the estimated quantity (No. of parcels) for each region for reference;

2.3 Delivery Period : Three (3) to five (5) days upon receipt from the Bank;

2.4 Track and Trace facility – status of shipments should be available one (1) day after receipt thru service provider's IT system shall be accessible at a designation station at the LANDBANK Plaza;

2.5 Delivery of parcels shall be the working day following pick-up by the Service Provider from LANDBANK. Delivery attempts to the addressee or consignee shall be up to three (3) times performed on three (3) consecutive calendar days at no additional cost to LANDBANK. If the addressee or consignee is not available at the time of first delivery (1st attempt) and second delivery (2nd attempt) successively, the Service Provider shall proceed on the third delivery attempt.

On the 3rd attempt and the addressee or consignee is still not available to receive the parcel, any of his/her relative 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 name of the receiver and their relationship with the consignee and the same will be included in their report to LANDBANK.

2.6 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:

2.6.1 Defect/discrepancy in the destination/client nominated address; and

2.6.2 Act or omission of the addressee or his/her authorized representative which directly caused the failure to deliver.

2.7 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 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;

2.8 On-site personnel to perform the documentation of the shipment of SOA or other credit card related parcels;

2.9 Parcels shall be picked up by the Service Provider from LANDBANK's Facilities Management Department (FMD) between 1:00PM to 5:00 PM unless notified by LANDBANK that pick-up is not necessary;

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2.10 No pick-up of parcels from LANDBANK's Facilities Management Department (FMD) during Saturdays, Sundays and Holidays, however, the delivery period of 3 to 5 days covers Saturdays, Sundays and Holidays;

2.11 In the event that pick-up is made on a day prior to weekend (Friday) or a day preceding to 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 range up to maximum of ₱55 per mailing item (depending on location), 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 ten (10) working days from receipt of the Service Provider's correct billing/statement of account accompanied by a list of successfully delivered items.

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) branch/office/agent for every region identified in Section 2.1;

5.3 The Service Provider shall allow LANDBANK to conduct scheduled/surprise plant/site inspection/visit;

5.4 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;

5.5 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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5.6 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;

5.7 The Service Provider shall submit certified true copies of the following documentary requirements:

5.7.1 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;

5.7.2 List of Clients with name of contact person and contact number for each client;

5.7.3 **Certificate of Satisfactory Performance from engagement with previous clients [at least three (3) clients; one (1) from LANDBANK, if applicable] with at least three (3) years of satisfactory experience in providing courier/ messengerial services preferably for financial institutions or companies with time-sensitive mail/parcels.**

5.7.4 Terms of Reference signed in all pages by the authorized party(ies) of the supplier.

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

Service Provider must comply with the requirements under the Appendix 100 (Appendix to Sec. X162.6) of the Manual of Regulations for Banks (MORB) which states among others the following:

6.1. Service level agreement of contract between the bank and the service provider, which shall, at a minimum, include all 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;

e. Confidentiality clause covering 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

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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;
- l. Provision which requires the service provider to 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. Provision allowing the bank to cancel the contract by contractual notice of dismissal or extraordinary notice of cancellation if so required by the Bangko Sentral.

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

TERMS OF REFERENCE (TOR)



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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 its 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. **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. In the case of loss of accountable forms, the Service Provider shall publish at its expense a notice of loss in newspapers of general circulation;
- 7.3. **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;
- 7.4. **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;
- 7.5. **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 branch were ascertained, LANDBANK reserves the right to pre-terminate the 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.
- 7.6 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.

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