



**BID BULLETIN NO. 1**  
**For ITB-GS-20170531-02**

**PROJECT** : **Courier Services for the Delivery of Europay, MasterCard and Visa (EMV)-Enabled LANDBANK Debit/ATM Cards and Other Related Documents to LANDBANK Offices**

**IMPLEMENTOR** : **Procurement Department**


**DATE** : **June 22, 2017**

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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:

- Annex A (Terms of Reference), GCC Clauses 6.2 & 16.1 of Section V (Special Conditions of Contract), Section VI (Schedule of Requirements), Section VII (Specifications), Bid Form, Schedule of Prices, Contract Agreement Form, and the Checklist of the Bidding Documents (Items 3.f, 3.g, 3.h, 5 & 6 for Technical Component and Items 1 & 2 for Financial Component) have been revised. Please see attached revised Annexes A-1 to A-4 and the specified sections of the Bidding Documents.

  
**ALWIN I. REYES**  
Assistant Vice President  
Procurement Department and  
HOBAC Secretariat

## Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is LAND BANK OF THE PHILIPPINES (LANDBANK).
1.1(i)	The Supplier is _____.
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through LANDBANK's Corporate Budget for the contract approved by the LANDBANK Board of Directors for 2017 in the total amount of Six Million Nine Hundred Sixty Thousand Eight Hundred Seventy Pesos Only (P6,960,870.00).
1.1(k)	The Project Site is indicated in Section VI, Schedule of Requirements.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p style="padding-left: 40px;">Procurement Department                      Land Bank of the Philippines                      25th Floor, LANDBANK Plaza Building                      1598 M.H. Del Pilar corner Dr. J. Quintos Streets                      1004 Malate, Manila                      Telephone (+632) 522-0000 or 5512200 local 7370                      Fax (02) 528-8587                      Email <a href="mailto:lbphobac@mail.landbank.com">lbphobac@mail.landbank.com</a></p> <p>The Supplier's address for Notices is:                      _____</p>
6.2	<p><b>Delivery and Documents –</b></p> <p><b>The delivery terms applicable to this Contract are delivered to destinations per Annex A-4.</b> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.</p> <p><b>Upon the delivery of the Goods to destinations per Annex A-4,</b> the Supplier shall notify LANDBANK Debit Card &amp; ATM Management Department and present the following documents:</p> <p>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and</p>

	<p>total amount;</p> <p>(ii) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</p> <p>(iii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</p> <p>For purposes of this Clause, the LANDBANK's Representative at the Project Site shall be the <i>Head of LANDBANK office, or his/her authorized representative, where the Goods are to be delivered.</i></p> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit. Risk and title to the Goods will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
10.4	Not applicable.
13.4(c)	<p>Expiration of performance security should be six (6) months after the last date of delivery/end of contract for staggered deliveries, multi-year contracts and for contracts with adjustment in implementation date, whichever is applicable. In any case, the winning bidder shall cause the extension of the validity of its performance security at no cost to LANDBANK.</p>

16.1	<b>Not applicable.</b>
17.3	Not applicable.
17.4	No further instructions.
21.1	If the bidder is a joint venture, all partners to the joint venture shall be jointly and severally liable to the procuring entity.

## Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Description	Quantity (kilo)	Delivery Period and Destination
<p><b>Courier Services for the Delivery of EMV Enabled LANDBANK Debit/ATM Cards and Other Related Documents to LANDBANK Offices</b></p> <p>National Capital Region</p> <p>Luzon</p> <p>Visayas</p> <p>Mindanao</p> <p><b>Total</b></p> <p>Note: See attached Annex A-4 for the breakdown.</p>	<p>21,290</p> <p>48,854</p> <p>28,901</p> <p>33,893</p> <hr style="width: 50%; margin: 0 auto;"/> <p>132,938</p>	<p><b>Period Covered:</b>  <b>Six (6) months or until the depletion of the approved budget</b></p> <p><b>Manner and schedule of delivery per Item Nos. IV and VI of the Revised Terms of Reference</b></p> <p>Debit Cards &amp; ATM Management Department (DCAMD)</p> <p>LANDBANK Plaza Building, 1598 M.H del Pilar corner Dr. J. Quintos Sts., Malate, Manila, Philippines</p> <p>Contact Person:                      Marissa B. Pineda                      Department Head, DCAMD</p> <p>Contact Number:                      522-0000 loc. 2637</p>

**Conforme:**

\_\_\_\_\_

Name of Bidder

\_\_\_\_\_

Signature over Printed Name of  
 Authorized Representative

\_\_\_\_\_

Position

# Specifications

<b>Specifications</b>	<b>Statement of Compliance</b>								
	<p style="text-align: center;"><b>Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each specification.</b></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><b>Courier Services for the Delivery of EMV Enabled LANDBANK Debit/ATM Cards and Other Related Documents to Various LANDBANK Offices</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">National Capital Region</td> <td style="width: 40%;">21,290 kgs.</td> </tr> <tr> <td>Luzon</td> <td>48,854 kgs.</td> </tr> <tr> <td>Visayas</td> <td>28,901 kgs.</td> </tr> <tr> <td>Mindanao</td> <td>33,893 kgs.</td> </tr> </table> <p><b>Scope of works and other requirements per attached Revised Terms of Reference (Annexes A-1 to A-4).</b></p> <p>The following documents shall be submitted inside the eligibility/technical envelope:</p> <ol style="list-style-type: none"> <li><b>1. Revised Terms of Reference with signature/initial by the bidder’s authorized signatory/ies on every page.</b></li> <li><b>2. List of at least one (1) branch/</b></li> </ol>	National Capital Region	21,290 kgs.	Luzon	48,854 kgs.	Visayas	28,901 kgs.	Mindanao	33,893 kgs.	<p><b>Please state here either “Comply” or “Not Comply”</b></p>
National Capital Region	21,290 kgs.								
Luzon	48,854 kgs.								
Visayas	28,901 kgs.								
Mindanao	33,893 kgs.								

<p>office/agent for every province indicated in Annex A-4 with addresses, contact person and contact details.</p> <p>3. Copy of Purchase Order or contract for on-going contract or Certificate of Satisfactory Performance for completed contract from at least one (1) universal bank in the Philippines. For bidders with on-going or completed contracts with LANDBANK, the same documents must be submitted, whichever is applicable.</p>	
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**Conforme:**

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Name of Bidder

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Signature over Printed Name of  
Authorized Representative

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Position

**Form No. 1**

**Bid Form**

Date: \_\_\_\_\_

To: Land Bank of the Philippines  
LANDBANK Plaza Building  
1598 M.H. Del Pilar corner Dr. J. Quintos Streets  
1004 Malate, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers \_\_\_\_\_ *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Courier Services for the Delivery of EMV Enabled LANDBANK Debit/ATM Cards and Other Related Documents to LANDBANK Offices** in conformity with the said Bidding Documents for the sum of:

Total Bid Amount in Words (VAT Inclusive)	Total Bid Amount in Figures (VAT Inclusive)

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof, and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause A.5 of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



**Form No. 2**

**SCHEDULE OF PRICES**

1 Lot No.	2 Item Description	3 Country of Origin	4 Quantity (Kilo)	5 Unit price EXW per item	6 Cost of local labor, raw material and component	7 Total price EXW per item (cols. 4 x 5)	8 Unit prices per item final destination and unit price of other incidental services	9 Sales and other taxes payable per item if Contract is awarded	10 Total Price delivered Final Destination (cols. 8 + 9) x 4
1	<b>Courier Services for the                      Delivery of EMV                      Enabled LANDBANK                      Debit/ATM Cards and                      Other Related                      Documents to                      LANDBANK Offices</b> <ul style="list-style-type: none"> <li>• National Capital Region</li> <li>• Luzon</li> <li>• Visayas</li> <li>• Mindanao</li> </ul> Total	N/A	21,290  48,854 28,901 33,893	N/A	N/A	N/A	P _____  _____ _____ _____	P _____  _____ _____ _____	P _____  _____ _____ _____ P _____

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Name of Bidder

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Signature over Printed Name of  
Authorized Representative

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Position

## Contract Agreement Form

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THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between LAND BANK OF THE PHILIPPINES of the Philippines (hereinafter called "the Entity") of the one part and \_\_\_\_\_ [name of Supplier] of \_\_\_\_\_ [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Courier Services for the Delivery of EMV Enabled LANDBANK Debit/ATM Cards and Other Related Documents to LANDBANK Offices** has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

## **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 List of at least one (1) branch/office/agent for every province indicated in Annex A-4 with addresses, contact person and contact details.**
- 3.h Copy of Purchase Order or contract for on-going contract or Certificate of Satisfactory Performance for completed contract from at least one (1) universal bank in the Philippines. For bidders with on-going or completed contracts with LANDBANK, the same documents must be submitted, whichever is applicable.**
- 4. Bid security in the prescribed form, amount and validity period (ITB Clause 18.1 of the Bid Data Sheet);
- 5. **Revised Section VI - Schedule of Requirements with signature of bidder's authorized representative.**
- 6. **Revised Section VII - Specifications with response on compliance and signature of bidder's authorized representative.**
- 7. 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 Revised Bid Form signed by the bidder's authorized representative (sample form - Form No.1)**
- 2. Duly filled out Revised Schedule of Prices signed by the bidder's authorized representative (sample form - Form No.2)**

## TERMS OF REFERENCE

### Procurement of Courier Services for the Delivery of EMV Enabled LANDBANK Debit/ATM Cards and Other Related Documents to LANDBANK Branches and Extension Offices.

#### I. Contract for Messengerial/Courier Services

1. Items for Shipment via land and airfreight
  - a. EMV Enabled Cards
  - b. Other documents relative to EMV card distribution

#### II. Period Covered:

From July 2017 to December 2018, or until the depletion of the approved budget.

#### III. Areas of Coverage:

All LANDBANK Branches and Extension Offices

#### IV. Delivery Period:

1. One (1) to Five (5) **working days** delivery after receipt by Courier Company, **wherein applicable delivery period per area of coverage is presented at Annex A-4.**

#### V. Qualification Requirements:

1. Forwarder/Courier Company must have at least 1 or more branches/offices/agents that can service LANDBANK Branches and Extension Offices nationwide.
2. Bidders are required to submit the list of their branches/offices/agents as required in number 1 with addresses, telephone numbers and contact persons.
3. Prospective bidders must have at least one (1) on-going or completed courier service contract with a universal bank in the Philippines.
4. For those courier companies with previous contract with LANDBANK, a certificate of satisfactory performance is likewise required.

#### VI. Services

The Courier Company shall provide LANDBANK with the following services:

1. Door-to-door delivery of parcels to LANDBANK Branches and Extension Offices for receipt by addressees as may be specified.
2. Track and Trace Capability  
Status of shipments are available thru on-line one (1) day after receipt
3. Delivery of parcels shall be the following working day from pick-up by the Courier Company from LANDBANK. If the addressee or his/her authorized representative is not around at the time of first delivery, the Company shall

**VIII. Others**

1. **EMPLOYER – EMPLOYEE RELATIONSHIP** - It is understood that the service personnel of the Company are not employees of LANDBANK. The Company 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 Company 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.
2. **LOSS/DAMAGE OF PARCELS** - In the event of loss or damage (e.g. tampered package seal, tampered card carrier envelope, etc.), the company shall pay the cost/contents of the parcels or cargoes.
3. **ACCIDENTS AND DAMAGES** - The Company 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 Company'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.

4. **PRE-TERMINATION** - In case of delay in the delivery or non-performance of the terms and conditions by the Company 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 Company, the period of which will run upon receipt of such notice.
5. 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.

Prepared by:

  
**VALERIE ANNE G. FELEO**  
JMA, DCAMD

Noted by:

  
**MARISSA B. PINEDA**  
Head, DCAMD

**Areas of Coverage with Applicable Delivery Period**

<b>Political Region / Branches Group</b>	<b>City/Province</b>	<b>Delivery Period</b>
National Capital Region	Caloocan, Malabon, Manila, Navotas, Quezon City, Valenzuela, Las Piñas, Makati, Mandaluyong, Marikina, Muntinlupa, Navotas, Parañaque, Pasay, Pasig, Pateros, San Juan, Taguig	One (1) working day
Northern Luzon	Abra, Apayao, Batanes, Benguet, Cagayan, Ifugao, Ilocos Norte, Ilocos Sur, Isabela, Kalinga, La Union, Mountain Province, Nueva Vizcaya, Pangasinan, Quirino	One (1) to Five (5) working days
Central Luzon	Aurora, Bataan, Bulacan, Nueva Ecija, Pampanga, Tarlac, Zambales	One (1) to Five (5) working days
Southern Luzon	Albay, Camarines Norte, Camarines Sur, Catanduanes, Marinduque, Masbate, Sorsogon, Quezon, Laguna, Occidental Mindoro, Oriental Mindoro, Palawan, Romblon, Batangas, Rizal, Cavite	One (1) to Five (5) working days
Visayas	Biliran, Bohol, Cebu, Eastern Samar, Leyte, Northern Samar, Samar, Southern Leyte, Western Samar, Aklan, Antique, Capiz, Iloilo, Negros Occidental, Negros Oriental, Siquijor	One (1) to Five (5) working days
Mindanao	Agusan del Norte, Agusan del Sur, Compostela Valley, Cotabato City, Davao del Norte, Davao del Sur, Davao Oriental, Dinagat Islands, Maguindanao, North Cotabato, Sarangani, South Cotabato, Sultan Kudarat, Surigao del Norte, Surigao del Sur, Basilan, Bukidnon, Camiguin, Lanao del Norte, Lanao del Sur, Misamis Occidental, Misamis Oriental, Sulu, Tawi-tawi, Zamboanga del Norte, Zamboanga del Sur, Zamboanga Sibugay	One (1) to Five (5) working days

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