

**SUPPLEMENTAL/BID BULLETIN NO. 2**  
**For LBP-HOBAC-ITB-GS-20211129-03**

**PROJECT** : **Two (2) Years Messengerial/Courier Services**  
**IMPLEMENTOR** : **HOBAC Secretariat**  
**DATE** : **March 25 , 2022**

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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) In view of the lifting of the suspension of the implementation of the mandatory submission of PhilGEPS Certificate of Platinum Registration and Membership in competitive bidding and limited source bidding per GPPB Resolution No. 15-2021 effective January 1, 2022, **bidders are required to submit their PhilGEPS Certificate of Registration (Platinum Membership) during bid submission, in lieu of the Class "A" eligibility documents, which were uploaded and maintained current and updated in PhilGEPS.** Failure by the prospective bidder to submit a PhilGEPS Certificate of Platinum Registration and membership with current and updated Class Eligibility Documents shall result in its automatic disqualification.
- 2) The scheduled submission and opening of bids is on **April 1, 2022, 10:00 A.M.** thru videoconferencing using MS Teams.
- 3) The Terms of Reference (Annexes D-1 to D-15), Technical Specifications (Section VII) and Checklist of Requirements (Items 12 of Technical Documents) have been revised. Please see attached revised Annexes D-1 to D-15 and specific sections of the Bidding Documents.
- 4) Responses to Bidders' Queries/Clarifications (Annexes E-1 & E-2)



**ATTY. HONORIO T. DIAZ, JR.**  
**Head, HOBAC Secretariat**

## Technical Specifications

Specification	Statement of Compliance																												
<p style="text-align: center;"><b>Two (2) Years                      Messengerial/Courier Services</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th colspan="4" style="text-align: center;">Estimated Volume</th> </tr> <tr> <th style="width: 15%;">Area</th> <th style="width: 15%;">No. of Cards</th> <th style="width: 15%;">No. of SOA</th> <th style="width: 15%;">No. of Pin Mailers/ Letters/etc.</th> </tr> </thead> <tbody> <tr> <td>Luzon</td> <td style="text-align: center;">10,000</td> <td style="text-align: center;">240</td> <td style="text-align: center;">1,500</td> </tr> <tr> <td>Visayas</td> <td style="text-align: center;">8,000</td> <td style="text-align: center;">240</td> <td style="text-align: center;">1,250</td> </tr> <tr> <td>Mindanao</td> <td style="text-align: center;">8,000</td> <td style="text-align: center;">240</td> <td style="text-align: center;">1,250</td> </tr> <tr> <td>NCR</td> <td style="text-align: center;">12,860</td> <td style="text-align: center;">420</td> <td style="text-align: center;">2,000</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: center;"><b>38,860</b></td> <td style="text-align: center;"><b>1,140</b></td> <td style="text-align: center;"><b>6,000</b></td> </tr> </tbody> </table> <ol style="list-style-type: none"> <li><b>1. Scope of works and other requirements per attached Terms of Reference (Annexes D-1 to D-15).</b></li> <li><b>2. The documentary requirements enumerated in Section 5 (Annex D-4 &amp; D-5) of the Terms of Reference shall be</b></li> </ol>	Estimated Volume				Area	No. of Cards	No. of SOA	No. of Pin Mailers/ Letters/etc.	Luzon	10,000	240	1,500	Visayas	8,000	240	1,250	Mindanao	8,000	240	1,250	NCR	12,860	420	2,000	<b>TOTAL</b>	<b>38,860</b>	<b>1,140</b>	<b>6,000</b>	<p>Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each Specification preferably stating the corresponding performance parameter of the product offered</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 style="text-align: center;">Please state here either                      “Comply” or “Not Comply”</p>
Estimated Volume																													
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**submitted in support of the compliance of the Bid to the Technical Specifications and other requirements.**

Non-submission of the documents/ requirements may result in bidder's post-disqualification.

**Conforme:**

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Name of Bidder

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Signature over Printed Name of  
Authorized Representative

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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 – 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 envelopes (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. Copy of any document with at least three (3) years of satisfactory experience in providing courier services preferably for financial institutions or companies with time sensitive mails/parcels.
- 15. List of branches/offices per province with addresses, telephone numbers and contact persons that can service LANDBANK Field Units.
- 16. Duly notarized self-certification on the existence/availability of Disaster Recovery/Business Continuity Plan (BCP) to ensure continuity of service provided to LANDBANK.
- 17. The bidder shall submit a certified true copy of the following:
  - 17.1 *List of organic branches/offices/agents with address, telephone numbers and contact person.*
  - 17.2 *List of at least three (3) clients with name of contact person and contact number.*
  - 17.3 *Certificate of Satisfactory Performance from previous clients [at least three (3) clients] one of which shall be issued by a local commercial bank/credit card/utilities/telephone company with similar existing/completed project for the last three (3) years.*
  - 17.4 *Terms of Reference signed in all pages by authorized signatory of the bidder.*
  - 17.5 *List of areas considered out-of-town and non-serviceable areas for Bank's consideration at the start of the contract.*
- Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:
  - 18. 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.
  - 19. Latest Income Tax Return filed manually or through EFPS.
  - 20. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
  - 21. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).
  - 22. 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).

*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.*

**TERMS OF REFERENCE (TOR)****Courier Services for the Delivery of LANDBANK Credit Cards, and 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 Cards, Statements of Account (SOAs), Demand Letters and other credit card related parcels to cardholders of the Bank.

**2. SCOPE OF WORK**

2.1 Delivery of LANDBANK Credit Cards, Statements of Account (SOA), Demand Letters and other credit card related parcels estimated at an average of 46,000 for two (2) years covering all major cities and municipalities in the following regions;

Island Group	Number	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)**



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

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2.2 We have attached (Annex A) the estimated quantity (No. of parcels) for NCR and provincial areas for reference; however, **volume per type of items and geographical distribution may vary in the actual implementation.**

2.3 Delivery Period: Within five (5) to seven (7) business/working days depending on the client's nominated billing address (No out-of-town delivery).

\*NCR – within five (5) working days

\*Provinces/Islands – within seven (7) working days

2.4 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 **two (2) times** at no additional cost to LANDBANK.

For SOA and other documents - 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. In case of representative, 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.

For Credit Cards - 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. An **Authorization Letter** shall be required in case the cardholder is not personally present to receive the card. 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. A copy of the **waybill/proof of receipt** together with **Authorization Letter**, if any, shall be forwarded to the Bank as proof that card was received by Cardholder or his authorized representative.

For Demand letters - 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



## TERMS OF REFERENCE (TOR)

### Courier Services for the Delivery of LANDBANK Credit Cards, and Statements of Account and Other Credit Card Related Parcels

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LANDBANK. A copy of the waybill/proof of receipt/Return Receipt shall be forwarded to the Bank as proof that **letter** was received by Cardholder or his authorized representative.

2.5 Track and Trace – capability to verify/update status of shipments thru online one (1) day after receipt of parcel from the Bank.

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 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 8:00AM to 5:00 PM unless notified by LANDBANK that pick-up is not necessary. No pick-up of parcels from LANDBANK's Facilities Management Department (FMD) during Saturdays, Sundays and Holidays;

2.9 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 for items successfully delivered shall be ranged up to the following:

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	Particulars	Quantity
1	Cards	38,860
2	Statement of Accounts/Other Parcels	1,140
3	Demand Letters/Pin Mailers	6,000
	<b>Total</b>	<b>46,000</b>

*Note: Excluding Out-of-Town Delivery/Out-of-Delivery Area (list must be provided/declared prior to start of contract)*

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 termination of this contract shall be upon exhaustion of the contract price or expiry of the contract, whichever comes first.

#### 5. ELIGIBILITY AND DOCUMENTARY REQUIREMENTS

5.1 The Service Provider must have at least three (3) years of satisfactory experience in providing courier 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);

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 submit certified true copies of the following documentary requirements:

5.4.1 List of organic branches/office/agents with address, telephone numbers, and contact persons;



## TERMS OF REFERENCE (TOR)

### Courier Services for the Delivery of LANDBANK Credit Cards, and Statements of Account and Other Credit Card Related Parcels

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- 5.4.2 List of Clients with name of contact person and contact number for each client;
- 5.4.3 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/telephone companies with similar existing/completed projects for the last three (3) years;
- 5.4.4 Terms of Reference signed in all pages by the authorized party(ies) of the supplier.
- 5.4.5 Prospective bidders must submit the list of areas considered out-of-town and Non-Serviceable Areas for Bank's consideration at the start of the contract.

## 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;
- 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;

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- 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. 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);

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;

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- 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 and other documents, P200; loss of credit card, P1,000;
- 7.6 PENALTY – **The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Service Provider shall provide a report that contains detailed data on date of pick-up, date of delivery and number of days as basis for validation if there are instances of late delivery;**
- 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 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.
- 7.10 The Service Provider shall not transfer at any stage of its duties, obligations and benefits committed to the Bank as per agreement to any third party, unless otherwise indicated and agreed upon previously.

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**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.

### Estimated Volume 2 Year Contract

Area	Estimated No. of SOA	Estimated No. of Cards	Estimated No. of Pin Mailers/Letters/etc.
Luzon	240	10,000	1,500
Visayas	240	8,000	1,250
Mindanao	240	8,000	1,250
NCR	420	12,860	2,000
<b>Total Volume</b>	<b>1140</b>	<b>38,860</b>	<b>6,000</b>

Annex D-9

Annex A of TOR



<b>Clarifications/Queries</b>	<b>LBP Responses</b>
For TOR 2.3 <i>Delivery Period</i> . Is the counting of the delivery lead time will start the next day after the pick-up date to allot one day for the processing or it will start from the day it was pick-up?	– item 2.4 specifies that start is the next banking day after pick-up
TOR 2.4 <i>The required delivery attempt is only 2 but in Tor 2.7 in case of undelivered shipment we are to notify client after 3 working days from the date of such failure. If we received a disposition from your end to redeliver the shipment with the new additional information given to us is the 3rd attempt will be billable and considered as new transaction?</i>	notification should be done within 3 days (TAT is 5-7 days) hence , you can already notify LANDBANK after first attempt fails especially if reason is “unknown” or “unlocated
TOR 5.4.3 <i>Certificate of Satisfactory Performance</i> . We are to provide at least 3 clients Satisfactory performance existing/completed. Either of existing or completed as long as 3 clients?	Cert. of Satisfactory rating from 3 previous clients is required and one of which should be a bank, a credit card issuer or a utility company with similar existing or completed project. If completed project, it should not be more than 3 years.
TOR 7.6 <i>Penalty</i> . Can we follow the GPPB rules to compute the liquidated damages on a per transaction basis not on a per batch of particular billing?	Okay as long as TSP provides the needed report to support its billing. The report should contain at least the detailed data on date of pick-up, date of delivery and number of days as basis of validation if there are instances of late delivery.
To ensure completeness of the address may we request to please include the following details if possible: <ul style="list-style-type: none"> <li>• Brgy</li> <li>• City</li> <li>• Department</li> <li>• Contact number</li> </ul>	We cannot provide 100% of the required info. <p><b>CLARIFICATIONS ON THE ACCEPTABILITY OF ADDRESSES:</b> TSP’s should accept parcels for delivery if address contains :</p> <ul style="list-style-type: none"> <li>• House/Bldg. No., Street, City/Town and Province but NO BRGY</li> <li>• Known Buildings/Establishments, City/Town and Province but NO BRGY. (ex. Municipal Bldg, Provincial Bldg., Hospitals, Universities/big schools)</li> <li>• Small stand-alone businesses &amp; Offices but NO DEPARTMENT</li> <li>• Contact Number may be provided as additional info if reason of failed <b>first delivery</b> is “UNKNOWN or UNLOCATED”</li> </ul>

<b>Clarifications/Queries</b>	<b>LBP Responses</b>
	<p>BRGY. – Should still be accepted if the <b>House/Bdg.No., Street, City/Town and Province are all provided.</b></p> <p>CITY – Ok we can provide the City or Town DEPARTMENT – should only be applicable on a case to case basis like for big offices/agencies &amp; bldgs. with lots of offices housed inside</p> <p>CONTACT NUMBER – only when necessary &amp; if failure of first delivery attempt is due to <b>“unlocated” or “unknown” and similar instances</b></p>
<p>Penalty – it is different from what is stated on the law</p> <p>Your version: *Parcels not delivered within the prescribed period shall be charged 1/10th of 1% of the freight charges applied to a particular batch/billing multiplied by the number of days delayed based on the longest days of delay in that particular batch/billing.</p> <p>Section 68 of the revised IRR of RA 9184 *Provides that the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay for the procurement of goods, infrastructure projects and consulting services.</p> <p>A similar provision is found in Section 3.1 of Annex "D" of the same IRR, which states that "the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed goods scheduled for delivery for everyday of delay until such goods are finally delivered and accepted by the procuring entity concerned.</p>	<p>This proposed manner of computing stated in the TOR would enable both parties to easily compute penalties/damages for delays, if any, and is similar in concept with existing contract with FMD. However, we are okay to amend the basis of computing the 1/10th of 1% based on standard terms as provided by law, provided TSP will provide the needed report to support its billing. The report should contain at least the detailed data on date of pick-up, date of delivery and number of days as basis of validation if there are instances of late delivery.</p> <p>(please refer to attached revised TOR)</p>
<p>If we can lower the value of shipments? For SOA, other documents and Credit Cards</p>	<p>This is patterned already with previous contracts. P1000 for card and P200 for SOA/Others.</p>