

SUPPLEMENTAL/BID BULLETIN NO. 2
For LBP-GIBAC-ITB-GS-20240611-02

PROJECT : **Courier Services**
IMPLEMENTOR : **Bids and Awards Committee for Goods and Infrastructure (GI-BAC)**
DATE : **September 5, 2024**

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

Modifications, amendments and/or clarifications:

- 1) The Terms of Reference (Annexes D-1 to D-10 only), ITB Clause 5.3 of the Bid Data Sheet, Technical Specifications (Section VII) and Checklist of Bid Documents (Item No. 12 of Technical Document and Item No. 22 of Other Documents to Support Compliance with Technical Specifications) have been revised. Please see attached revised Annexes D-1 to D-10 and specific sections of the Bid Documents.
 - 2) Responses to bidder's queries/clarifications per Annexes G-1 to G-4.
- The following schedules shall be observed:

ACTIVITY	DATE/TIME
Submission of Eligibility, Technical and Financial Documents	September 12, 2024 10:00 A.M.
Opening of Eligibility, Technical and Financial Documents	September 12, 2024 1:00 P.M.

By the authority of the GI-BAC:



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

RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

DATE	September 4, 2024
PROEJECT INDENTIFICATION NO.	GIBAC-ITB-GS-20240611-02
PROJECT NAME	3-Year Courier Services
PROPONENT UNIT/TECHNICAL WORKING GROUP	FMD, CCAD, ERD, BBSD, CCED

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK's RESPONSES
VI.1	TOR	Request to remove the ISO Certification	Request denied.
IV	TOR	Delivery Period: Request for additional days for Out of Serviceable Area (OSA)	Request denied. The requirement for delivery period per TOR is maintained since the computation of liquidated damages will be on per transaction/airway bill basis, and not on the total billing.
-	Schedule of Prices (Bid Form No. 2)	The rate to indicate will be on a per kilo, per region which applies even the address will fall on the provider out of serviceable area? Meaning all Areas will be served?	Yes.
14	Checklist of Bidding Documents	For DICT, can we submit a certificate of pending renewal instead? This certificate issued by the issuing agency allows us to continue our operations.	Yes, bidder may submit supporting documents evidencing that the renewal of certificate is ongoing.
XI.1	TOR	Please clarify that the charging rate might change if there are changes on the mode of transportation?	The rate per kilo is fixed per area of destination regardless of mode of transportation.
VII.3.5	TOR	In case Proof of Delivery (POD) was damaged or lost what is the alternative document to use for us to collect our rendered services?	Notarized Affidavit of Loss and Certification signed by the intended recipient acknowledging receipt of the item/s.
XI.8	TOR	Please confirm that the rate shall be computed based on logistic practice whichever is higher actual weight or dimensional weight.	Rate shall be computed based on the actual weight per kilo/destination. Please refer to Item XI.8 of the TOR for details.
XI.6	TOR	For the billing period any POD received or deliveries after the cycle can be billed in the next following billing cycle? The semi-monthly billing will cover deliveries for the period with POD on hand	Yes.

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK'S RESPONSES
-	-	Will there be chance to extend the bid opening considering that there is a lot of holidays prior the bid opening? This is to give enough time for the bidder to complete all the requirements	The submission and opening of bids is re-scheduled on September 12, 2024, 10:00 A.M.
I.B	TOR	May we respectfully request for the total CBM of your Visayas and Mindanao shipments, for Sea Freight as per previous bidding documents in 2022 per ITB-GS-20211020-02.	The CBM can only be determined at the time of actual shipment. The provision for sea freight for this project is different from that of the previous project under Project Identification No. ITB-GS-20211020-02. In the aforementioned project, items for sea freight include supplies, office equipment and Christmas giveaways. For this project, only items that are prohibited to be transported via air freight (i.e., fuel, battery, etc.) will be shipped via sea freight.
17 19	Checklist of Bidding Documents	Requirement: At least one (1) ongoing or completed contract (in the past five (5) years prior to the submission and opening of bids) with corporation listed among the Philippines Top 100 Corporations in CY 2023. A certified true copy of Purchase Order or Contract, Certifications, etc. must be submitted. This is to respectfully request please, if possible, if we can waive/remove "certified true copy of Purchase Order or Contract, Certifications, etc." Requirement: At least five (5) Certificates of Satisfactory Performance from engagement with previous clients (including LANDBANK) one of which shall be issued by corporation listed among the Philippines Top 100 Corporations in CY2023. This is to respectfully request please, if possible, if we can waive/remove the "Certificate of Satisfactory	Request denied. Request denied.

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK'S RESPONSES
		<p>Performance from engagement which shall be issued by corporation listed among the Philippines Top 100 Corporations in CY2023.</p> <p>It's a common knowledge that the listed Corporations in that list has a Non-Disclosure Agreement (NDA) and always has a Data Privacy Agreement. We will be having a hard time complying on this requirement,</p>	
n/a	n/a	Declared value of items for shipment	The declared value will be based on the actual total cost of office supplies and equipment that will be reflected in the documents of item/s to be shipped.
ITB Clause 5.3	Bid Data Sheet	For the SLCC, can we provide a contract that has been completed from 10 years instead of 5 years since 50% of the ABC is Php162,240,000.00	Yes. The provision for relevant period for the Single Largest Completed Contract has been revised. Please refer to the revised ITB Clause 5.3 of the Bid Data Sheet.
ITB Clause 7	Bid Data Sheet	Subcontracting is not allowed. The bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty 20% of the Project. Can we request a consent for subcontracting?	The Procuring Entity has prescribed that subcontracting is not allowed.
2	Other Provisions under Special Conditions of the Contract	No. 2 Kindly clarify that the computation of the Liquidated Damages is on a per transaction/per AWB not to the batch of billing	As clarified during the Pre-Bid Conference, computation of liquidated damages will be on per transaction/airway bill basis, and not on the total billing.
		For NFCC page 58, In replacement of this document we will submit a committed line of credit 10% of the ABC. Can we submit a CLC with a validity period of 3 months since we will be submitting a performance bond once the contract has been awarded?	No. The validity of CLC to be submitted in lieu of Computation of NFCC should be 120 calendar days from the date of opening of bids
VI.6	TOR	<p>Page 69, No. 22 List of transportation Vehicles can we make it not less than 200?</p> <p>Possible decrease of the number of Motorcycle Courier</p>	Request granted. The number of motorcycles has been reduced from 800 to 500 units. Please refer to the revised TOR.

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK'S RESPONSES
9 & 14.b	Checklist of Bidding Documents	No. 9 Certification from DTI if the bidder claims preference as a domestic bidder is this the same with your requirement on 14.b of the checklist page 69 Certifications from Department of Trade and Industry-Philippine Accreditation Bureau?	No, the two (2) certificates are different from one another.
IX.3	TOR	<p>How much is the cost of LANDBANK EMV Card?</p> <p>Any unauthorized completed and successful transactions through the use of EMV Cards as a result of any loss or delay as provided in Item 2 above, the service provider shall, in addition, be liable for the amount debited/charged from the account of the bon fide card holder. Are the cards active? Any unauthorized usage should be investigated further since we have no capability in activating a card</p>	<p>The cost of the EMV Cards depends/may vary on specifications, volume/quantity, and date of procurement. Currently, the price of the card per piece ranges from Php109.00 to Php227.80.</p> <p>Fraudsters and scammers have become increasingly creative and sophisticated in their attempts to access personal information and financial accounts, including EMV cards, especially when the parcel is lost or delayed delivery, regardless of whether the card is active or inactive.</p> <p>In the event that the card has been used or accessed when it is still in the possession of the service provider or has been reported lost during transit, any charges thereafter would be the liability of the service provider since the root cause why the card fell into the hand of the fraudster/scammer is due to the fault and/or negligence of the service provider.</p>
VIII	TOR	For below pick-up location kindly confirm if all pick-up areas is within Metro Manila Area only most specifically for CCED & ERD	Yes. The service provider may pick-up the items to be shipped by CCED and ERD in either the LANDBANK Plaza or supplier's warehouse located within Metro Manila.

Annex G-4

Bid Data Sheet

ITB Clause						
5.3	<p>In view of the determination by LANDBANK that the imposition of the provision of Section 23.4.1.3 of IRR of RA 9184 will likely result to failure of bidding/monopoly that defeat the purpose of public bidding, the Bidder should comply with the following requirements:</p> <p style="padding-left: 40px;">a. The Bidder must have completed a contract that is similar to this project, the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC for this project.</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">b. The Bidder must have completed at least two (2) contracts similar to this project, the aggregate amount of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC for this Project, and the largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC for this Project.</p> <p>A contract shall be considered similar to this Project if it involves Courier/Messengerial Services. Moreover, it must have been completed within ten (10) years prior to the set deadline for the submission and receipt of bids.</p>					
7	Subcontracting is not allowed.					
12	The price of the Goods shall be quoted DDP specified delivery site/s or the applicable International Commercial Terms (INCOTERMS) for this Project.					
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Form of Bid Security</th> <th style="text-align: center;">Minimum Amount of Bid Security (Php)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">Php 6,489,600.00</td> </tr> <tr> <td style="padding: 5px;">(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and</td> </tr> </tbody> </table>	Form of Bid Security	Minimum Amount of Bid Security (Php)	(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;	Php 6,489,600.00	(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and
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(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;	Php 6,489,600.00					
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and						

<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Php 16,224,000.00</p>
<p>1. If bid security is in the form of cash, the required amount shall be remitted to any LANDBANK Branch or through the LANDBANK online payment platform Link.BizPortal. The bidder shall first secure an electronic PAO from LANDBANK – GIBAC Secretariat. If the bidder opts to pay at any LANDBANK Branch, the electronic PAO shall then be printed in two (2) copies and presented to the LANDBANK Teller together with the money. The LANDBANK Teller shall issue a machine validated Official Receipt (OR) evidencing payment of the bid security.</p> <p>If the bidder opts to pay through the LANDBANK Link.BizPortal, the steps to follow are found in Annex A of the Bidding Documents. The Payment Confirmation shall serve as proof of payment of the cash bid security.</p> <p>2. If bid security is in the form of cashier's/manager's check, the check should be payable to LAND BANK OF THE PHILIPPINES.</p> <p>3. If in the form of bank draft/guarantee, the bidder may use the standard format of the issuing Bank, provided the Project Title and Project Identification Number are indicated therein.</p> <p>4. If in the form of Standby Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises – Market Lending Department 2 (SME-MLD 2) with the following contact details:</p> <p>(a) CBD 2 - 18th Floor, LANDBANK Plaza Building Telephone No. 8-405-7345 local 2117 (For Assets 1 Billion and up)</p> <p>(b) SME-MLD 2 - 18th Floor, LANDBANK Plaza Building Telephone No. 8-405-7431 (For Assets below 1 Billion)</p> <p>5. If in the form of surety bond, it should be issued by a surety or insurance company duly accredited by the Insurance Commission (IC) and has not been issued a cease and desist order by the IC or is currently not included in the list of blacklisted firms.</p>	

The surety bond may be secured through the following entities:

(a) LANDBANK Insurance Brokerage, Inc. (LIBI)

LIBI-Forex
14th Floor, LANDBANK Plaza Building
Contact No. 8-710-7114
(Every Tuesday and Thursday)

12th Floor, SSHG Law Center Bldg.
105 Paseo de Roxas, Legaspi Village
Makati City
Contact Nos. 8-812-4911 and 8-867-1064

(b) Cocogen Insurance, Inc.

22nd Floor, One Corporate Center,
Doña Julia Vargas Ave., cor. Meralco, Avenue,
Ortigas Center, Pasig City
Email Address/es: cathy_magtibay@cocogen.com/
bancassurance@cocogen.com
Contact Nos. 0917-575-9372/0917-888-9169

cc: bankassurance@landbank.com

(c) United Coconut Planters Life Assurance Corp.

Cocolife Building, 1226, 6807 Ayala Avenue,
Makati City
Email Address: zsat@cocolife.com
Contact No. 0917-836-5749

cc: bankassurance@landbank.com

Surety bonds with the following or similar conditions/phrases shall not be accepted:

- (a) "In case of default by the Principal, this bond shall only answer for the difference in the bid price of the winning bidder and that of the next lowest complying bidder or that of the new winning bidder in case of re-bidding plus necessary expenses incurred by the Obligee in the re-bidding which liability shall in no case exceed the amount of the bond"; or
- (b) "That the amount of liability of the Surety under this bond is limited to the actual loss or damage sustained and duly proven by the Obligee."

6. If in the form of Bid Securing Declaration, the attached Form No. 8 of the Bidding Documents must be used.

	<p>7. A scanned copy of the bid security (i.e. LANDBANK Official Receipt and/or and/or Payment Confirmation and/or Manager's/Cashier's Check and/or Bank Draft/Guarantee and/or Surety Bond and/or Bid Securing Declaration) shall be included in the Eligibility and Technical Proposal/Documents. The prospective bidder shall prepare and upload a scanned copy of the receipt of cash payment or other forms of bid security (i.e., Manager's Check, Bank draft/guarantee or irrevocable letter of credit, Surety bond), together with the electronic bid. The electronic bid security shall be electronically submitted to the LANDBANK - GIBAC Secretariat Unit during post qualification. Failure to enclose the required bid security in the form and amount prescribed shall automatically disqualify the bid concerned.</p>
15	<p>The electronic bid shall consist of two identical copies of archived/compressed files (Copy 1 and Copy 2). The archived/compressed files shall be labelled with bidder's assigned short name, last seven (7) digits of the bidding reference number including the parenthesis if there are any, and bid copy number, each separated with a dash sign. Thus, for a project with bidding reference number LBP-GIBAC-ITB-GS-20200819-01(2) that XYZ Company wants to bid on, the archived/compressed files shall be labelled as XYZ-081901(2)-C1 (for Copy 1) and XYZ-081901(2)-C2 (for Copy 2). Copy 1 shall serve as the primary file while Copy 2 shall be the backup file. The archived/compressed files shall be generated using either WinZip, 7-zip or WinRAR and password-protected.</p> <p>The above mentioned archived/compressed files shall contain the Technical Component and Financial Component files in PDF format. These PDF files shall be labelled with bidder's assigned short name, last seven (7) digits of the bidding reference number including the parenthesis if there are any, and the word "Tech" or "Fin" in the case of the Technical Component and Financial Component, respectively, each separated with a dash sign. Thus, using the above example, the archived/compressed files XYZ-081901(2)-C1 and XYZ-081901(2)-C2 shall both contain the PDF files labelled XYZ-081901(2)-Tech and XYZ-081901(2)-Fin.</p> <p><u>All the required documents for each component of the bid shall be in one (1) PDF file and sequentially arranged as indicated in the Checklist of Bidding Documents.</u> The documents must be signed by the authorized signatory/ies when required in the form.</p> <p><u>The archived file and the PDF files shall be assigned with a different password</u> and these passwords shall be disclosed by the bidder only upon the instruction of GI-BAC during the actual bid opening. The passwords for Copy 1 and Copy 2 shall be the same.</p> <p>Electronic bids that are not assembled, labelled and password-protected in accordance with these procedures shall not be rejected/disqualified but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The GI-BAC/LANDBANK shall assume no responsibility for the non-opening or premature opening of</p>

	<p>the contents of the improperly assembled, labelled and password-protected electronic bid.</p> <p>In case of modification of bid, a modified version of Copy 1 and Copy 2 of the bid (archived/compressed) files shall be uploaded to the SFTF. The qualifier "Mod" and a numeric counter indicating the number of times that the bid had been modified shall be added at the end of the filenames of both the archived and PDF files. Using again the earlier example, the sample labels and contents of the modified bid shall be as follows: a) First Modification: XYZ-081901(2)-C1-Mod1 and XYZ-081901(2)-C2-Mod1 containing XYZ-081901(2)-Tech-Mod1 and XYZ-081901(2)-Fin-Mod1 and b) Second Modification: XYZ-081901(2)-C1-Mod2 and XYZ-081901(2)-C2-Mod2, containing XYZ-081901(2)-Tech-Mod2 and XYZ-081901(2)-Fin-Mod2]. Only the latest modified bid shall be opened while the rest of the superseded bids will be rejected.</p>
16	<p>All bids shall be submitted electronically on or before the 10:00 A.M. deadline on SEPTEMBER 17, 2024. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.1. Only electronic bids that are successfully uploaded to the Secure File Transfer Facility of LANDBANK on or before the deadline shall be accepted. The procedures that will be followed in the submission and opening of electronic bids are described in the Detailed Procedures in Submission and Opening of Electronic Bids per attached Annexes C-1 to C-7. The electronic bid shall be submitted by uploading the same in the LBP SFTF (please refer to the Guide in Accessing LBP Secure File Transfer Facility per attached Annexes C-4 to C-7).</p> <p><u>Electronic bids received after the set deadline basing on the date and time on the electronic folders of bidders shall not be accepted by the GI-BAC.</u> Thus, bidders are requested to upload their electronic bids at least two (2) hours before the set deadline.</p> <p>The prospective bidder shall receive an acknowledgement receipt via email after successful uploading of its/his/her electronic bid. If no email is received within one (1) hour after successful uploading, the bidder shall call the GIBAC Secretariat at (02) 8405-7746 or 8522-0000 local 2979 or 2924 to confirm whether the submission has been received, and if so, request for the acknowledgment of receipt of the electronic bid.</p>
17	<p>On the bid opening date, the bidder shall confirm its/his participation in the online meeting with the GIBAC Secretariat at least one (1) hour before the scheduled meeting. The bidder shall be able to log in into MS Teams and join the Waiting Room of the GI-BAC meeting. Only one account/connection per participating bidder shall be allowed to join the meeting. A maximum of two (2) accounts/connections per participating interested bidder shall be allowed to join the meeting.</p> <p>Projects with participating bidders in attendance shall be given priority in the queuing.</p>

Upon the instruction of the GI-BAC Chairperson to start the bid opening activity, the GIBAC Secretariat connects the participating bidder/s to the videoconferencing/group calling session. The GIBAC Secretariat shall record the session and act as Moderator of the meeting all throughout.

In case a bidder cannot connect to the videoconferencing via MS Teams application, the GIBAC Secretariat shall contact the bidder concerned through its registered mobile phone/landline telephone up to a maximum of three (3) call attempts with five (5) minutes interval after each call attempt. A text message advising the bidder that the public bidding has already started will also be sent by the GIBAC Secretariat. If the GIBAC Secretariat still cannot contact the bidder after the said allowable call attempts or the bidder is unable to contact the GIBAC Secretariat to provide the passwords needed to open its electronic bids when required by the GIBAC, the bidder concerned shall be disqualified from further participating in the bidding process.

Once the connections are in place, the GI-BAC, with the assistance of the GIBAC Secretariat, retrieves the archived file from the LBP SFTF and opens the same. The Technical Proposal shall be opened first. Upon instruction from the GI-BAC, the bidder concerned shall disclose the passwords for the archived file and the PDF file of the Technical Component.

The GI-BAC then determines the eligibility and compliance with the technical requirements of the specific bidder using a nondiscretionary "pass/fail" criterion. Only bidders that have been rated "Passed" shall be allowed to participate in the succeeding stages of the bidding process.

The GI-BAC, with the assistance of the GIBAC Secretariat, shall then open the Financial Components of those bidders that have been rated "Passed". Upon instruction from the GIBAC, the bidder concerned shall disclose the password for its/his/her Financial Component.

In case an archived/PDF file fails to open due to a wrong password, the specific bidder shall be allowed to provide the GIBAC with passwords up to five (5) times only. The same number of attempts shall apply to Copy 2 of the bid, in case there is a need to open it. If the archived/PDF file still could not be opened after the maximum allowable attempts or due to technical issues, the bidder concerned shall be disqualified from further participating in the bidding process. Thus, the bidders are encouraged to test their electronic bids and ensure that they are free from technical errors prior to uploading of the same to the SFTF.

The GI-BAC, with the assistance of the GIBAC Secretariat, conducts bid evaluation and ranking of the bids. The results of bid evaluation and ranking shall be recorded in the Abstract of Bids, which shall be signed by the GIBAC Members and Observers. The result of evaluation and ranking shall also be announced to the participants.

The retrieval and opening of the electronic bids, page-by-page review of documents and the results of the bid evaluation and ranking shall be

	<p>shown to the participants through the screen sharing feature of MS Teams.</p> <p>The access of the bidders to the videoconferencing/calling session shall be terminated once the Chairperson has declared that the bid opening activity for a specific project has been finished.</p>
19.3	<p>The lot and reference is:</p> <p>Courier Services with Project Identification Number LBP-GIBAC-ITB-GS-20240611-02.</p> <p>The approved budget for the contract is Three Hundred Twenty Four Million Four Hundred Eighty Thousand Pesos Only (Php 324,480,000.00)</p> <p>The goods are grouped in a single lot and the lot shall not be divided further into sub-lots for the purpose of bidding, evaluation and contract award.</p>
20	<p>The following documents shall be submitted by the bidder with the Lowest Calculated Bid:</p> <p>20.1 Business Tax Returns per Revenue Regulations 3-2005 (BIR No. 2550Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.</p> <p>20.2 Latest Income Tax Return filed manually or through EFPS.</p> <p>20.3 Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).</p> <p>20.4 Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No. 6).</p> <p>20.5 Duly notarized Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form – Form No. 7).</p>
21	No Further instructions.

Technical Specifications

Specification	Statement of Compliance
<p data-bbox="384 1406 619 1438">Courier Services</p> <ol data-bbox="188 1491 839 1890" style="list-style-type: none"><li data-bbox="188 1491 839 1599">1. Scope of work and other requirements per attached revised Terms of Reference (Annexes D1 to D61).<li data-bbox="188 1639 839 1890">2. The documentary requirements enumerated in item VI Qualification Requirements (Annexes D2 & D3) of the revised Terms of Reference shall be submitted in support of the compliance of the Bid to the Technical Specifications and other requirements. <p data-bbox="225 1930 839 2027">Non-submission of the above mentioned documents/requirements may result in bidder's post-disqualification.</p>	<p data-bbox="863 450 1437 577">Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either "Comply" or "Not Comply"</p> <p data-bbox="863 647 1445 1285">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 data-bbox="986 1357 1321 1424">Please state here either "Comply" or "Not Comply"</p>

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Checklist of Bidding Documents for Procurement of Goods and Services

The documents for each component should be arranged as per this Checklist. Kindly provide guides or dividers with appropriate labels.

Eligibility and Technical Components (PDF File)

- The Eligibility and Technical Component shall contain documents sequentially arranged as follows:
 - Eligibility Documents – Class “A”

Legal Eligibility Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).

Technical Eligibility Documents

2. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (sample form - Form No. 7).
3. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
4. Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).

Financial Eligibility Documents

5. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
- Eligibility Documents – Class “B”
 7. Duly signed valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.
 8. For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos, Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
 9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder, if applicable.
 - 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 Components) 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 Components)]
14. Certifications from the following government agencies indicating the necessary accreditation/authority to operate/to do business as nationwide courier services and delivery provider (Land/Sea/Air Freight):
 - 14.a Civil Aeronautics Board;
 - 14.b Department of Trade and Industry-Philippine Accreditation Bureau; and
 - 14.c Department of Information and Communications Technology
 15. ISO Certification.
 16. List of client/s [in the past five (5) years prior to the submission and opening of bids] showing the contract description, contract period, contract price, name of client/company address, contact person and contact number.
 17. At least one (1) ongoing or completed contract (in the past five [5] years prior to the submission and opening of bids) with corporation listed among the Philippines Top 100 Corporations in CY 2023. A certified true copy of Purchase Order or Contract, Certifications, etc. must be submitted.
 18. Certificate of Incorporation from Securities and Exchange Commission showing at least ten (10) years of experience in providing door-to-door delivery service with nationwide coverage.
 19. At least five (5) Certificates of Satisfactory Performance from engagement with previous clients (including LANDBANK) one of which shall be issued by corporation listed among the Philippines Top 100 Corporations in CY 2023.
 20. List of branches/offices per province with addresses, telephone numbers and contact persons that can service all LBP Field Units as enumerated in Annexes A.1 to A.6 of the Terms of Reference (Annexes D12 to D51) and will be considered as Serviceable Areas.
 21. Disaster Recovery Plan or Business Continuity Plan.
 - 22. List of transportation vehicles and motor vehicles (not less than 500 transportation vehicles [delivery vans and trucks] and not less than 500 motorcycle couriers] under management, company-owned or leased delivery/service vehicles supported by a copy of the current motor vehicle registration certificates and lease contract/s.**
 23. Screenshot of a Track and Trace Systems generated report showing a web-based real-time tracking system that will allow LANDBANK to monitor the status and location of shipments.

- Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:
 1. Business Tax Returns per Revenue Regulations 3-2005 (BIR No.2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.
 2. Latest Income Tax Return filed manually or through EFPS.
 3. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
 4. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).
 5. Duly notarized Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form – Form No. 7).

Financial Component (PDF File)

- The Financial Component shall contain the 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.

CLASS D

COURIER SERVICES TERMS OF REFERENCE

Three (3) Year Contract for Courier Services

I. Items for Shipment

A. Via Air or Land Freight

1. Accountable Forms
2. Documents
3. Office Uniforms
4. Plaques and other tokens for awardees
5. Supplies, Office Equipment/Furniture & Christmas Give-away
6. Euro Pay, Master, Visa (EMV) Cards and PIN Mailers

B. Via Land or Sea Freight

Items that are prohibited to be transported via air freight i.e. items with fuel/battery, etc.

II. Contract Duration

The contract shall begin upon receipt of Notice to Proceed and Advice from Facilities Management Department (FMD) and shall end three (3) years after or upon full utilization of the Total Contract Price (TCP) whichever comes first

III. Areas of Coverage (All LBP Field Units- Annex "A.1 to A.6")

IV. Delivery Period

The SERVICE PROVIDER shall deliver documents/mails/parcels to domestic destinations within the prescribed timeline/lead time from date of pick-up from LBP- Plaza, LBP Antipolo Warehouse or on previously agreed upon pick-up locations:

Delivery period Via Air or Land Freight

Destinations	Working Days
Metro Manila	1 – 2 days
Luzon (excluding island provinces)*	1 – 3 days
*Batanes, Palawan and Mindoro	3 – 5 days
Visayas	3 – 5 days
Mindanao	4 – 6 days

- **Via Sea Freight** - within fifteen (15) working days after receipt of items from LANDBANK

CLASS D

V. Projected Volume per Area (In Kilo)*

END-USER UNITS	AREA				
	NCR	LUZON	VISAYAS	MINDANAO	TOTAL
ProcD	211,000	1,401,000	543,000	625,000	2,780,000
CCED		105,200	84,400	103,400	293,000
FMD	35,000	127,000	52,000	66,000	280,000
ERD		16,000	5,000	6,000	27,000
EMV Cards:					
BBSD	26,000	194,000	100,000	125,000	445,000
CCAD	22,300	17,300	13,900	13,900	67,400
TOTAL	294,300	1,860,500	798,300	939,300	3,892,400

* Note: Please refer to Item XI.1

VI. Qualification Requirements for Prospective Bidder/Supplier/Service Provider:

Requirements/Qualifications	Documentary Requirements
1. The SERVICE PROVIDER must have the necessary accreditations/authority to operate from Civil Aeronautics Board (CAB); Department of Trade and Industry-Philippine Accreditation Bureau (DTI-PAB) and Department of Information and Communications Technology (DICT) to do business as a nationwide courier services and delivery provider (Land/Sea/Air Freight) and ISO Certified	Certifications issued by corresponding government agencies.
2. The Service Provider must have at least one (1) ongoing or completed courier service contract (in the past five (5) years prior to submission and opening of bids) with corporation listed among the Philippines Top 100 Corporations in CY 2023 and must submit the following documents showing the relevant information:	<ul style="list-style-type: none"> a. List of client/s showing the contract description, contract period, contract price, name of client/company, address, contact person and contact number b. Certified true copy of the corresponding Purchase Order or Contract, certifications, etc.
3. The Service Provider must have at least ten (10) years of experience in providing door-to-door delivery service with nationwide coverage.	<ul style="list-style-type: none"> a. Certificate of Incorporation from Securities and Exchange Commission b. At least five (5) Certificate/s of Satisfactory Performance from engagement with previous clients

CLASS D

	(including LANDBANK), one of which shall be issued by corporation listed among the Philippines Top 100 Corporations in CY 2023, must be submitted.
4. The Service Provider shall provide nationwide coverage for its services and has the capability to service LBP Field Units as enumerated in Annexes A.1 to A.6 and will be considered by the Service Provider as Serviceable Areas (SA).	A list of Service Provider's branches/offices per province with addresses, telephone numbers and contact persons that can service all LBP Field Units must be submitted.
5. The Service Provider must submit Disaster Recovery Plan or Business Continuity Plan (BCP) to ensure continuity of service provided to LANDBANK.	Disaster Recovery Plan or Business Continuity Plan (BCP)
6. The Service Provider must have an extensive fleet with an updated Land Transportation Office (LTO) registration of not less than five hundred (500) transportation vehicles (delivery vans and trucks) and not less than five hundred (500) motorcycle couriers under management, company-owned or leased delivery/service vehicles, to facilitate and ensure the efficient transport and delivery of documents, parcels and cargoes to various LBP Field Units across the Philippines.	A list of transportation vehicles and motor vehicles supported by a copy of the current motor vehicle registration certificates and lease contract/s, if applicable, must be submitted.
7. The Service Provider shall have a Web-based real-time tracking system that allows LANDBANK to monitor the status and location of shipments.	Screenshot of a Track and Trace System generated report

VII. Scope of Services

The SERVICE PROVIDER shall undertake in an efficient and timely manner the following services:

1. Daily pick-up of documents, parcels and cargoes at LBP Plaza and LBP Antipolo Warehouse as stated in Item VIII (Schedule of Pick-up).
2. The SERVICE PROVIDER shall provide and ensure that needed supplies and materials such as pouches, bags, envelopes, boxes, self-adhesives stickers for parcels and other consumables for its effective operations/services at LBP Plaza and LBP Antipolo Warehouse.

CLASS D

3. The SERVICE PROVIDER must deploy dedicated on-site personnel, five (5) at LBP Plaza and three (3) on-site personnel at LBP Antipolo Warehouse daily from 8:00 AM to 5:00 PM, except Saturdays, Sundays and Holidays unless notified that pick-up is necessary to perform the following activities at its designated work stations at LBP Plaza and LBP Antipolo Warehouse:
 - 3.1 Validates, receives and sign the corresponding Transmittal Slips/Property Transfer Slips (PTS) of all document/mail/parcel for transmission to LBP Field Units (FUs);
 - 3.2 Insertion of documents, letter-envelopes inside the plastic envelopes/pouches and/or placing of parcels in boxes and proper sealing;
 - 3.3 Weighing of the document/mail/parcel using the SERVICE PROVIDER's official weighing scale duly calibrated on a yearly basis with certification of calibration issued by the City of Manila LGU;
 - 3.4 Preparation/printing of Airway Bills including Proof of Delivery (POD) and its corresponding Tracking Number;
 - 3.5 Send through email the following working day the summary of previous day dispatches/outbound transactions containing the following data;
 - 3.5.a POD Tracking Number;
 - 3.5.b Consignee;
 - 3.5.c Address;
 - 3.5.d Description of Item;
 - 3.5.e Weight;
 - 3.5.f Declared Value;
 - 3.5.g Corresponding Delivery Charge
4. The SERVICE PROVIDER must ensure continuous service per prescribed timeline in Item IV, with exceptions only for fortuitous events and acts of nature.
5. Door-to-door delivery of documents, parcels, cargoes to All LBP FUs and SERVICE PROVIDER shall ensure that the intended recipient/authorized representative clearly indicates the following in the POD;
 1. Full Name;
 2. Signature;
 3. Designation;
 4. Date of Receipt
6. All items (documents/mails/cards/parcels) endorsed for delivery must be safeguarded against loss, damage, pilferage or destruction from the time of pick-up from LANDBANK until they are successfully delivered to intended recipients.
7. In the event of loss or damage to documents/mail or parcels (including LANDBANK EMV Cards), the SERVICE PROVIDER must promptly inform the concerned End-User Unit and FMD via email within 24 hours from the time of occurrence and submit the hard copy of the Affidavit of Loss within 36 hours from such occurrence. In case

CLASS D

of loss of accountable forms, the SERVICE PROVIDER shall, in addition to the above requirements, cause the publication at its expense a Notice of Loss in a newspaper of general circulation within three (3) days after confirmation of its loss.

8. For parcels with Declared Value (except LANDBANK EMV Cards), the SERVICE PROVIDER's liability will be restricted up to the Declared Value as indicated in the POD. The SERVICE PROVIDER shall pay the contents of the documents/mails/parcels with Declared Value within sixty (60) calendar days upon receipt of corresponding Claim Form by the End-User Unit.

For documents/mails/parcels with no declared value the damaged documents/mails/parcels must be immediately returned within twenty-four (24) hours to concerned End-User Units for replacement. The SERVICE PROVIDER will process and deliver the replaced documents/mails or parcels to the addressee at no additional cost to LANDBANK.

9. The SERVICE PROVIDER shall make up to three (3) delivery attempts in case the addressee or his/her authorized representative is not around at the time of first and second delivery without additional charges. The 2nd delivery attempt shall be made on the day following the first delivery attempt. The 3rd delivery attempt shall be made on the day following the 2nd delivery. In the case of anticipated delays, the SERVICE PROVIDER is required to inform LANDBANK promptly and provide an estimated time of delivery. After three (3) unsuccessful delivery attempts of document/mail/parcel, the SERVICE PROVIDER shall promptly declare it as "UNDELIVERED" and immediately notify the concerned End-User Unit via email or telephone call within two (2) working days from the last unsuccessful delivery attempt and shall return the same within five (5) working days from the last unsuccessful delivery attempt. Parcels not delivered shall not be subject to delivery charges unless the failure to deliver is due to any of the following causes:
 - a. Defect in LANDBANK's destination or addressee's address;
 - b. Act or omission of the addressee or his/her authorized representative which directly caused the failure to deliver; and
 - c. Order or act of competent public authority.
10. Failure of delivery of document/mail/parcel due to any of the causes enumerated above, SERVICE PROVIDER shall notify concerned End-User Unit within two (2) working days from the last unsuccessful delivery attempt. The SERVICE PROVIDER shall not collect delivery charges if it fails to notify the Bank unless the failure to make such notification is due to fortuitous event or circumstances beyond the control of the SERVICE PROVIDER. If the undelivered documents, parcels and cargoes are subsequently and properly delivered, the SERVICE PROVIDER shall be entitled to collect the delivery charges. The SERVICE PROVIDER shall be financially liable for any loss of the parcel while in transit.

CLASS D

11. The SERVICE PROVIDER shall have a Web-based real-time tracking system that allows LANDBANK to monitor the status and location of shipments.

Any disparity/discrepancy between the Web-based real-time tracking system and the actual status of the shipment shall cause the SERVICE PROVIDER to commence any legal action, including but not limited to filing criminal case/s against the person/s responsible thereof. Also, the SERVICE PROVIDER shall immediately relay to LANDBANK its investigation report not later than fifteen (15) days from the date of incident or discovery thereof, whichever is earlier.

VIII. Contact Details of End-User Units, Location and Schedule of Pick-up

END-USER UNITS				SCHEDULE OF PICK-UP	
DEPARTMENT	PARTICULARS	LOCATION	CONTACT DETAILS		
Procurement Department	Accountable Forms Supplies, Equipment & Furniture	LBP Plaza	Ms. Cathrina Marie Garcia 85222-0000 local 4276 cgarcia@landbank.com	Daily from 8:00 AM to 5:00 PM, Except Saturdays, Sundays & Holidays unless notified that pick-up is necessary	
		LBP-Antipolo Warehouse	Mr. Donato Cariaga 8478-3291 procdsmt@landbank.com		
Facilities Management Department	Documents/Reports	LBP Plaza	Mr. Dennis D. Nuque 8405-7274 DDNUQUE@landbank.com		
Branch Banking Support Department	EMV Cards/Pin Mailers		Mr. Gerard Santiago 8405-7182 GSANTIAGO@landbank.com		
Credit Card Administration Department			Ms. Ma. Genina Aquino 8522-0000 local 2560 MMAQUINO@landbank.com		
Corporate Communication and Events Department	Christmas Give- away	As per agreed location	Ms. Grace Redito 8522-0000 local 8451 <u>GBREDITO@landbank.com</u>		As per agreed schedule
Employee Relations Department	Office Uniforms/Token		Mr. Aloysius Reuel Janairo 8405-7348 ALJANAIRO@landbank.com		

Should there be a work suspension during the day, the SERVICE PROVIDER will pick-up the documents/mails/parcels according to the mutually agreed cut-off time between End-User Units and the SERVICE PROVIDER.

CLASS D

IX. Penalty Clause

For the delivery of the LANDBANK EMV Cards, the following conditions shall apply:

1. Damage of LANDBANK EMV Cards. In the event the LANDBANK EMV Cards were found damaged upon receipt of the destination LBP units, the cost of the damage and the replacement card shall be at the expense of the SERVICE PROVIDER based on the Purchase Order of the EMV cards used.
2. Loss of LANDBANK EMV Cards. In case of loss of the LANDBANK EMV cards during transit, the cost of the loss and the replacement card shall be at the expense of the SERVICE PROVIDER based on the Purchase Order of EMV cards used.
3. Any unauthorized completed and successful transaction(s) through the use of the LANDBANK EMV cards as a result of any loss or delay as provided in item 2 above, the SERVICE PROVIDER shall, in addition, be liable for the total amount debited/charged from the account of the bona fide cardholder.

X. Performance Evaluation

1. The performance of the SERVICE PROVIDER shall be evaluated on an annual basis or as often as necessary by the End-User Units using the parameters set forth in the Performance Assessment Report (Exhibit 1).
2. Adjectival rating of "Needs Improvement" or "Poor" shall be ground for pre-termination of the contract, subject to sixty (60) calendar day notice.

XI. Manner of Payment

1. For bidding purposes, the indicated quantities are estimates only. In order to maximize the utilization of the quantities of various cost components in the Courier Services Contract, the quantities of the cost components may be adjusted, when the need arises (from one area to another area via air, land or sea freight), provided that the corresponding unit cost per area shall be applied and the total contract price is not exceeded.
2. Pursuant to Malacañang Executive Order No. 170 – Adoption of Digital Payments for Government Disbursements and Collections, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements. The Service Provider is required to maintain a deposit account with LANDBANK Cash Department or any of its Branches.
3. Payment shall be through direct credit to the winning SERVICE PROVIDER's deposit account with LANDBANK.

CLASS D

4. In consideration for the delivery services rendered, LANDBANK shall pay the SERVICE PROVIDER in accordance with the schedule rate submitted and subject to accounting and auditing rules of LANDBANK and Commission of Audit.
5. Original Copy of Billing/Invoice duly supported by Proof of Deliveries (PODs) must be submitted to FMD.
6. Billing for dispatched parcels, documents, and cargoes should be billed on a per End-User Units per Item VIII on a bi-monthly cycle. Billing summary report should indicate pick-up/delivery date, the number of days delayed and the corresponding liquidated damages (Exhibit 2-Sample Report).
7. Payment shall be processed by FMD and paid at LANDBANK Head Office on a bi-monthly cycle.
8. Rate shall be computed as follows:

For Air, Land and Sea freight:

1. Minimum weight of 1 kilogram
2. Any excess shall be rounded of as follows:
 - 2.a Below .5 kilograms to the nearest whole number
 - 2.b 0.5 kilogram and more to the next whole number
9. The SERVICE PROVIDER shall be paid within sixty (60) working days from receipt of accurate Billing/Invoice

XII. Data Privacy

1. The supplier shall uphold the rights of the data subjects under Data Privacy Act of 2012, limited only for the purpose of this Terms of Reference and any information about the data shall be treated in strict confidence and shall be handled with utmost care and cannot be shared to any parties. Moreover, the SERVICE PROVIDER shall not engage another service provider for the implementation of the Terms of Reference without prior written permission of LANDBANK. All data and information shared shall remain the property of LANDBANK and shall be returned to LANDBANK immediately upon its request. Finally, any data breach should be reported to LANDBANK within twenty-four (24) hours from the SERVICE PROVIDER's discovery, for the former's appropriate action.
2. The SERVICE PROVIDER shall ensure that any information regarding the business, operations, plans and organization of LANDBANK acquired by it, and its service personnel assigned to render services to LANDBANK or work within LANDBANK premises shall be kept CONFIDENTIAL. The SERVICE PROVIDER shall see to it that this confidentiality requirement shall be observed by all its assigned personnel. Additionally, the SERVICE PROVIDER warrant that it shall not disclose to any person

CLASS D

or entity any information so acquired without the express prior written consent of LANDBANK.

3. The SERVICE PROVIDER shall guarantee that the information provided by LANDBANK in relation to the performance of the former's function shall be handled with utmost confidentiality. This should be supported by a separate duly notarized Non-Disclosure Agreement (Exhibit 3) mutually agreed upon by both parties and must be submitted to LANDBANK FMD prior to contract implementation.

XIII. Other Terms and Conditions

1. 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.
2. 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.
3. In line with the Bank's Occupational Safety, Service Provider shall require to use appropriate materials (i.e. gloves, mask, etc.) during the performance of their duties.
4. As part of Bank's compliance with the Green Procurement Policy, the SERVICE PROVIDER shall use packaging materials made of recyclable/biodegradable materials.
5. The SERVICE PROVIDER shall exercise extreme caution and be responsible for the delivery, safe hauling/transfer of its supplies, tools and equipment to prevent damage to Bank properties. The corresponding cost of repair or replace the Bank equipment, facilities or properties including parts and components damaged or lost by the Service Provider or due entirely to the fault negligence and/or dishonesty of the SERVICE PROVIDER's personnel in the course of their duties shall be chargeable to the SERVICE PROVIDER.
6. The SERVICE PROVIDER shall be held directly responsible for any injury to person and/or damage to the Bank's property arising from the act, whether partial,

CLASS D

- contributory, or due entirely to the fault, negligence or dishonesty of the SERVICE PROVIDER's personnel in the course of their duties.
7. The SERVICE PROVIDER shall maintain cleanliness at all times. They shall clean their designated area after workday.
 8. The SERVICE PROVIDER shall strictly observe the Bank's existing rules and regulations and shall be subject to the Bank's standard security policies and procedures while inside the LANDBANK premises.

XIV. Contact Persons

Please refer to Item VIII

Prepared by:


DENNIS D. NUQUE
Acting Division Chief

Approved by:


ALEXANDER S. LAZARO
Vice President