



# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

## *Procurement of One-Year Third-Party Logistics Service*

*Bid Reference No.: ITB-GSD-001-06-02-2023*

Government of the Republic of the Philippines

*Approved Budget for Contract is One Million Five Hundred  
Thousand Pesos Only (Php1,500,000.00)*

**Sixth Edition**  
**July 2020**

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## Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

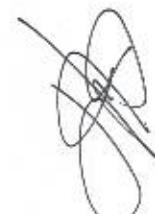


- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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## ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”



**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project** – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national



buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

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## *Section I. Invitation to Bid (ITB)*

## INVITATION TO BID FOR

### Procurement of One-Year Third-Party Logistics Service

1. The *UCPB Savings, Inc. (UCPBS)*, through the *Approved Corporate Budget (ABC) of 2023* intends to apply the sum of *One Million Five Hundred Thousand Pesos Only (Php1,500,000.00), inclusive of all applicable taxes and other charges, including insurance coverage (if applicable)* for the **Procurement of One-Year Third-Party Logistics Service – Project Identification Number: ITB-GSD-001-06-02-2023**, being the ABC to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *UCPBS* now invites bids for the above Procurement Project. Delivery of the Goods / Services is required by *30 days upon receipt of Notice to Proceed (NTP) for one year contract*. Bidders should have completed, within *3 years* prior from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *UCPB Savings, Inc. (UCPBS)* and inspect the Bidding Documents at the address given below during office hours from 8:00am to 4:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *March 2, 2023(Thursday) to March 16, 2022(Friday)* from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Php5,000.00*.

#### Instructions to bidders on payment of bid documents:

- a. The payment for the Bid Documents shall be limited to Cash or Manager's/ Cashier's Check payable to UCPB Savings. Personal checks shall not be accepted.
- b. The Bidder is required to enclose the cover page of this Invitation to Bid (ITB) in order to properly determine which bid document, the bidder is paying for.
- c. It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that the Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **UCPB Savings (UCPBS)** will hold a Pre-Bid Conference<sup>1</sup> on **March 10, 2023(Friday)** at **1:30pm via MS Teams**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before **11:30am of March 17, 2023(Friday)**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **March 17, 2023 (Friday)** at **1:30pm via MS Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **UCPB Savings (UCPBS)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*Dronnel A. Espina*  
BAC Secretariat  
**UCPB Savings, Inc.**  
2nd and 3rd Floor OF Bank Center Building  
1000 Liwasang Bonifacio, 1000 Manila City  
Email Address: [bacsecretariat@ucpbsavings.com](mailto:bacsecretariat@ucpbsavings.com)

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.ucpbsavings.com>

[Date of Issue]

  
Dante R. Cortez  
BAC Chairperson

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

## ***Section II. Instructions to Bidders (IB)***

## **1. Scope of Bid**

The Procuring Entity, *UCPB Savings (UCPBS)* wishes to receive Bids for the *Procurement of One-Year Third-Party Logistics Service*, with identification number *ITB-GSD-001-06-02-2023*.

The Procurement Project (referred to herein as "Project") covers 1 item, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

- 2.1. The GOP through the source of funding as indicated below for *Year 2023* in the amount of *Php3,500,000.00, inclusive of all applicable taxes and other charges, including insurance coverage, if applicable.*
- 2.2. The source of funding is the corporate budget of UCPBS or procuring entity

## **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "T" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.



- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

## **7. Subcontracts**

- 7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time indicated in paragraph 6 of the IB.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within *3 years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the



appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.



- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

### **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the IB.

### **17. Opening and Preliminary Examination of Bids**

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

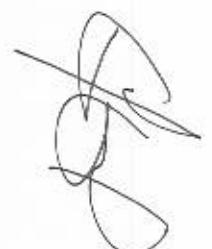
## **20. Post-Qualification**

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20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

## **21. Signing of the Contract**

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.

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### *Section III. Bid Data Sheet*

## Bid Data Sheet

<b>ITB Clause</b>	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Procurement of One-Year Third-Party Logistics Service.</i></li> <li>b. The Bidder must have completed within 3 years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Subcontracting not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>UCPB Savings Head Office in Manila City.</i>
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> <ul style="list-style-type: none"> <li>a. The amount of not less than Php30,000.00 (<i>2% of ABC</i>), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than Php75,000.00 (<i>5% of ABC</i>), if bid security is in Surety Bond.</li> </ul>
19.3	<i>One Lot – Procurement of One-Year Third-Party Logistics Service.</i>
20.2	In case the bidder opted to submit their Class "A" Documents as part of the eligibility documents during bid submission, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.
21.2	<i>Non-Disclosure Agreement (NDA) – form to be provided by end-user</i>



## *Section IV. General Conditions of Contract*

## **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.



## **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

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## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <b>UCPBS Head Office</b>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <b>UCPBS Head Office</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>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p style="padding-left: 2em;"><b>Dronnel A. Espina</b>  <i>BAC Secretariat</i>  <b>UCPB Savings, Inc.</b>  <i>2nd and 3rd Floor OF Bank Center Building</i>  <i>1000 Liwasang Bonifacio, 1000 Manila City</i>  <i>Email Address: <a href="mailto:bacsecretariat@ucpbsavings.com">bacsecretariat@ucpbsavings.com</a></i></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></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>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</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>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>								
2.2	<p>The terms of payment shall be as follows:</p> <table border="1"> <thead> <tr> <th>Payment</th><th>Deliverable</th><th>Detailed Activities</th><th>Percentage of Payment</th></tr> </thead> <tbody> <tr> <td>1</td><td>Transportation of goods (supplies, equipment, etc.)</td><td>Pick-up goods (supplies, equipment, etc.) at the Head office and deliver to all UCPBS branches / Lending offices in safe, complete, and good condition</td><td>100% per transaction/billing/invoice</td></tr> </tbody> </table>	Payment	Deliverable	Detailed Activities	Percentage of Payment	1	Transportation of goods (supplies, equipment, etc.)	Pick-up goods (supplies, equipment, etc.) at the Head office and deliver to all UCPBS branches / Lending offices in safe, complete, and good condition	100% per transaction/billing/invoice
Payment	Deliverable	Detailed Activities	Percentage of Payment						
1	Transportation of goods (supplies, equipment, etc.)	Pick-up goods (supplies, equipment, etc.) at the Head office and deliver to all UCPBS branches / Lending offices in safe, complete, and good condition	100% per transaction/billing/invoice						
4	The inspections and tests that will be conducted are: <u>Not Applicable</u>								



## ***Section VI. 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.

The service provider shall pick-up the cargos from and to UCPB Savings Bank Head Office and its' branches, upon the instruction of the bank within forty-eight (48) hours from receipt of call/notice and within twenty-four (24) hours for other urgent matters.

The service provider shall give priority to the delivery of the cargos, and shall ensure that the same are delivered on time, intact and undamaged, to the specified consignee as indicated in the Bill of Lading/Waybill.

The service provider shall ensure that all cargos reach the designated place of destination within the delivery period specified below:

- i. Delivery period and lead time for pick and pack for items that require immediate delivery, as determined by the Shipper to be urgent (via land, sea and air freight)

PLACE OF DESTINATION	DELIVERY PERIOD	LEAD TIME FOR PICK AND PACK
National Capital Region Branches (NCR) (Please see attached Annex "A")	Within twenty-four (24) hours, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days/city
Luzon, Visayas and Mindanao Branches (Please see attached Annex "A")	Five (5) to Seven (7) working days, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days

- ii. Delivery period and lead time for pick and pack for non-express delivery (via land, sea or air freight)

PLACE OF DESTINATION	DELIVERY PERIOD	LEAD TIME FOR PICK AND PACK
National Capital Region Branches (NCR) (Please see attached Annex "A")	Five (5) working days, reckoned after the lead time for pick and pack	Pick and pack – three (3) working days/ City
Luzon, Visayas and Mindanao Branches (Please see attached Annex "A")	Ten (10) working days, reckoned after the lead time for pick and pack	Pick and pack - four (4) working days



The service provider warrants that the cargos are timely delivered to the Branches during office hours and properly received by the Bank's associate, Branch operations officers or any personnel of the bank of the specified branch and that the corresponding – bill of lading or delivery receipt are properly signed over printed name, with the position and date of receipt. Otherwise, denial by the consignee concerned of their actual receipt of the cargos shall render the service provider liable to the Bank for the value of the subject cargos.

The service provider shall submit an electronic copy on the status of picked up items/cargos and/or delivery status report to the General Services Department every 25<sup>th</sup> of the month. Format of the report shall be provided by the service provider.

Within ten (10) calendar days after the delivery of the cargo/s, duplicate/photo copies of the documents mentioned above shall be submitted to the General Services Department for monitoring purposes.

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## *Section VII. Technical Specifications*

# Technical Specifications

*Procurement of One-Year Third-Party Logistics Service*

Item	Specification	Statement of Compliance
	General Requirements: Refer Annex "A", "B" and "C"	
I.	<p>Qualifications</p> <p>Specific experience of the Third-Party Logistics Provider relevant to the assignment</p> <p><b>At least FIVE (5)</b> years continuous experience in the business of warehousing, hauling, repacking/crating and delivery of the office supplies/forms, furniture, equipment (such as electrical power transformer, steel filing cabinets, vaults, etc.), and other materials all throughout the Philippines, and must have an established network of operation in the area: Luzon, Visayas, or Mindanao, that they will service, including its remote areas and islands.</p> <p>And <b>TWO (2)</b> years of continuous experience with any financial institutions.</p>	
	<p>Adequacy of space/facility for repacking/crating of supplies, materials, and equipment prior to delivery to branches.</p> <p>A secure warehouse or storage facility max of <b>100 sq. m.</b> to store and accommodate the simultaneous repacking/crating of office supplies/forms, furniture, equipment, books and other materials for distribution to UCPB Savings Branches Nationwide.</p>	
	<p>Adequacy of delivery vans (owned or leased)</p> <p><b>At least FIVE (5)</b> units of delivery vans (owned or leased) that can do simultaneous hauling and deliveries</p>	
	<p>Adequacy of capable and competent personnel to carry out the simultaneous pick-up/hauling, segregating, repacking/crating and delivery of office supplies/forms, furniture, equipment, books, and other materials all throughout the Philippines including its remote areas and islands.</p> <p><b>FIVE (5) AND MORE, AS NEEDED,</b> capable and <b>competent</b> personnel</p>	
II.	SCOPE OF WORKS	
	The Logistics Provider shall be responsible for the pick-up/hauling, segregating and repacking/crating on a per branch basis [as specified in the Bill of Lading/Waybill, Supplies Requisition Slip(SRF) for office supplies and accountable forms and Transmittal List for equipment's at the Logistics Provider's warehouse and delivery services of various forms, documents, furniture, equipment, other supplies and materials, including but not limited to those listed in Annex "A" to the various UCPB Savings Branches nationwide, through the following modes of delivery:	

	<p>Land/Sea/Air Freight – from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank, to any point of Luzon, including remote areas and islands; and</p> <p>Land/Sea/Air Freight – from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank, to any point of Luzon, including remote areas and islands; and</p> <p>Special/Urgent Delivery by Land/Sea/Air Freight, as speedy, efficient, and practicable, from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank, to any point of Luzon, Visayas and Mindanao including remote areas and islands; and</p>	
	<p>Each shipment shall be covered by the duly approved Bills of Lading, Transmittal List for equipment's, SRF for supplies and other materials issued by the Bank through the General Services Department, Any Requesting Head Office Unit and The Requesting Branch should be counter receipted by the Logistics Provider by issuing pick-up receipts.</p>	



## ANNEX "A"

### TERMS OF REFERENCE (TOR)

#### **3-PL Service Requirements: Pick-up/ Hauling, Segregation, Repacking/ Crating, Door-to-Door Delivery, and Warehousing**

##### **I. BACKGROUND**

UCPB Savings Bank is tasked with the procurement, warehousing and delivery of office supplies, furniture, equipment, and other materials for the various branches all over the Philippines. Timely delivery of the said will provide support to the efficient operations of the bank to serve its' valued clients.

However, due to the Bank's limited resources and the volume of supplies, furniture, equipment and other materials to be delivered, as well as the geographical location of its' branches, delivery will take a substantial period of time. Hence the Bank has determined to engage the services of capable Third-Party Logistics Provider with established network nationwide, and with sufficient experience in the business of carrying and delivering office supplies, equipment, bank forms and other materials throughout the Philippines to provide the needed door-to-door forwarding, warehousing and delivery services for UCPB Savings Bank.

##### **II. QUALIFICATION REQUIREMENTS FOR FREIGHT FORWARDER (BIDDER)**

1. Must have at least five (5) years continuous experience in the business of warehousing, hauling, repacking/crating and delivery of office supplies/forms, furniture, equipment (such as electrical power transformer, steel filing cabinets, vaults, etc.), and other materials all throughout the Philippines, and must have an established network of operation in the area: Luzon, Visayas and Mindanao, that they will service, including its remote areas and islands and two (2) years continuous experience in dealing with financial institutions
2. Must have a secure warehouse or storage facility max of 50 sq.m.within National Capital Region (NCR), Max of 25 sq.m. each for Visayas and Mindanao to store and accommodate the simultaneous repacking/ crating of office supplies/forms, furniture, equipment, and other materials for distribution to the UCPB Savings Branches nationwide.
3. Must have at least three (5) units of delivery vans (owned or leased) for simultaneous hauling and deliveries.
4. Must have sufficient number of capable and competent personnel to carry out the simultaneous pick-up/hauling, segregating, repacking/crating and delivery of office supplies/forms, furniture, equipment, and other materials all throughout the Philippines, including remote areas and islands.
5. Must have a good track record of having undertaken a similar engagement of the same nature and nationwide scope with other government agencies and/or private entities.

##### **III. SCOPE OF SERVICES**

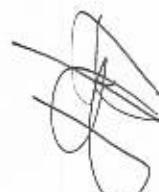
- A. The Logistics Provider shall be responsible for the pick-up/hauling, segregating and repacking/crating on a per branch basis [as specified in the Bill of Lading/Waybill, Supplies Requisition Slip(SRF) for office supplies and accountable forms and Transmittal List for equipment's at the Logistics Provider's warehouse and delivery services of various forms, documents, furniture, equipment, other supplies and materials, including but not limited to those listed in Annex "A", to the various UCPB Savings Branches nationwide, through the following modes of delivery:



1. Land/Sea/Air Freight – from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank, to any point of Luzon, including remote areas and islands; and
  2. Land/Sea/Air Freight – from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank, to any point of Luzon, including remote areas and islands; and
  3. Special/Urgent Delivery by Land/Sea/Air Freight, as speedy, efficient and practicable, from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank, to any point of Luzon, Visayas and Mindanao including remote areas and islands; and
- B. Each shipment shall be covered by the duly approved Bills of Lading, Transmittal List for equipment's, SRF for supplies and other materials issued by the Bank through the General Services Department, Any Requesting Head Office Unit and The Requesting Branch should be counter receipted by the Logistics Provider by issuing pick-up receipts.

#### **IV. OBLIGATION OF THE LOGISTICS PROVIDER**

1. The Logistics Provider shall pick-up the cargos from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank within forty-eight (48) hours from receipt of call/notice and within twenty-four (24) hours for other urgent matters.
2. The logistics provider shall give priority to the delivery of the cargos, and shall ensure that the same are delivered on time, intact and undamaged, to the specified consignee as indicated in the Bill of Lading/Waybill.
3. The logistics provider shall ensure that the cargos are segregated and repacked/crated on a per branch basis and in accordance with the distribution list provided by the Bank.
4. The logistics provider shall exercise extraordinary diligence in the handling and delivery of supplies, accountable forms, semi-expendable supplies, furniture, equipment, documents and other materials to the various branches. Responsibility, including risk, will pass from the logistics provider to the consignee upon receipt and acceptance of the cargos by the latter, except for items delivered which are not in conformity with what was specified in the Bill of Lading.
5. The Logistics Provider shall be responsible for the loading and unloading at designated places of all cargos for the Bank's branches and the processing and safekeeping of all shipping documents.
6. The consignee's authorized representative, i.e., the Branch/Head Office associate, Branch Manager or Branch Operations Officer, shall check and examine the cargos in the presence of the Logistics Provider before the consignee's authorized representative affixes his/her signature on the delivery documents.
7. The Logistics Provider shall ensure that all cargos delivered from and to Head Office and branches are complete, in order and free from damage. Damage shall include, but not limited to the following:
  - I. Breakage;
  - II. Rain and water damage; and Fire/Heat damage



8. The Logistics Provider shall ensure that all cargos reach the designated place of destination within the delivery period specified below:

I. Delivery period and lead time for pick and pack for items that require immediate delivery, as determined by the Shipper to be urgent (via land, sea and air freight)

<b>PLACE OF DESTINATION</b>	<b>DELIVERY PERIOD</b>	<b>LEAD TIME FOR PICK AND PACK</b>
National Capital Region Branches (NCR) (Please see attached Annex "A")	Within twenty-four (24) hours, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days/city
Luzon, Visayas and Mindanao Branches (Please see attached Annex "A")	Five (5) to Seven (7) working days, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days

II. Delivery period and lead time for pick and pack for non-express delivery (via land, sea or air freight)

<b>PLACE OF DESTINATION</b>	<b>DELIVERY PERIOD</b>	<b>LEAD TIME FOR PICK AND PACK</b>
National Capital Region Branches (NCR) (Please see attached Annex "A")	Five (5) working days, reckoned after the lead time for pick and pack	Pick and pack – three (3) working days/ City
Luzon, Visayas and Mindanao Branches (Please see attached Annex "A")	Ten (10) working days, reckoned after the lead time for pick and pack	Pick and pack - four (4) working days



9. The Logistics Provider shall coordinate with the authorized and/or designated Bank personnel in the performance of their jobs.
10. The Logistics Provider warrants that the cargos are timely delivered to the banks' branches during office hours and properly received by the Bank's associate, Branch operations officers or any personnel of the bank of the specified branch and that the corresponding – bill of lading or delivery receipt are properly signed over printed name, with the position and date of receipt. Otherwise, denial by the consignee concerned of their actual receipt of the cargos shall render the service provider liable to the Bank for the value of the subject cargos.
11. The service provider shall submit an electronic copy on the status of picked up items/cargos and/or delivery status report to the General Services Department every 25<sup>th</sup> of the month. Format of the report shall be provided by the service provider.
12. Within ten (10) calendar days after the delivery of the cargo/s, duplicate/photo copies of the documents mentioned above shall be submitted to the General Services Department for monitoring purposes.
13. Within ten (10) to thirty (30) calendar days after the completion of delivery, the Logistics Provider shall submit to the Bank, as basis for payment the original and two (2) photocopies of the following:
  - I. Bills of Lading and Delivery Receipt properly signed over printed name by the Bank associate, Branch Operations Officer and Branch Manager of the concerned branch or head officer unit. Date of receipt and the position of the person who received the items must also be indicated in the above-mentioned documents; and
  - II. Three (3) original copies of the Summary Report, which shall contain the following data: i) Description of cargos/items; ii) Tracking Number; iii) Bills of Lading/Waybill; iv) Date of pick-up; v) Weight of the cargo; vi) Total quantity and sizes of packing materials, crates and boxes used; vii) Date of receipt by the consignee, and viii) Name and position of the actual recipient of the shipment.
14. The Logistics Provider shall be liable for loss, damage, or injury due directly or indirectly to the fault or negligence of its personnel or agents. It shall assume full responsibility therefor and the Bank shall be specifically released from any and all liabilities arising therefrom.
15. The Logistics Provider agrees to strictly follow the instructions of the Bank in the performance of its obligations and responsibilities under the contract agreement.
16. The Logistics Provider shall detail a competent representative/s / liaison officer/s who will be responsible for the performance of its obligations under the contract and to liaise with the Bank. A thirty (30) working day notice in writing shall be made to the Bank in case the Logistics Provider details another or other representative/s / liaison officer/s. A thirty (30) working day notice in writing shall also be made by the Bank to the Logistics Provider to seek the replacement of the detailed representative/s / liaison officer/s that is found to be less than competent and responsible in the performance of his/her function as such. Further, the Logistics Provider shall ensure that proper turn-over of the Bank account shall be made to their representative/s / liaison officer/s.
17. In case of any loss/damage to the cargos for the Branch and Head Office, the Logistics Provider shall be liable as follows:
  - I. Equipment/furniture, supplies and other properties - should immediately pay/be charged for the cost of the cargos or may replace the same with a new unit of the same brand, model and technical specifications within thirty (30) calendar days after the consignee discovered and reported the lost and/or damaged cargos; and
  - II. Forms/documents – Should pay the declared value of the particular damaged/lost forms/documents.
  - III. In both cases, the logistics provider shall pay/be charged a penalty equivalent to one-tenth (1/10<sup>th</sup>) of one percent (1%) of the total delivery cost of the undelivered items for every day of

delay, until such cargo is finally replaced, delivered and accepted by the designated consignee without prejudice to other courses of action or remedies that may be undertaken by the Bank.

- IV. The amount of the loss/damage to the cargo/s will be deducted in the billing of the freight forwarder when the consignee annotates the loss/damage in the bill of lading/ waybill, PAR for equipment, RIS for office supplies and other materials.
18. The Logistics Provider shall exercise extraordinary diligence in the performance of its obligation under this Terms of Reference, considering that not only is time of the essence, but also the sensitive nature and urgency for the cargos to be shipped and transported.
19. The Logistics Provider shall employ hardworking, qualified/reliable, well-behaved, honest and dedicated workers to do the services required under this Terms of Reference. It shall not UCPB Savings Bank employees to work in any category whatsoever.

## V. DURATION OF THE SERVICES

1. The logistics provider services shall be for a period for one (1) years, unless otherwise terminated earlier for cause or upon mutual agreement of the parties; Provided that, when no formal notice of termination is given by the Bank to the Logistics Provider before the lapse of the contract agreement, it is understood that the services of the Logistics Provider is automatically extended on a month-to-month basis up to a maximum period of three (3) months upon the same terms and agreement of the contract.
2. Request for the extension of the agreement may be made by the Bank until such time that a new contract agreement is entered into by the latter with the contractor or any other forwarder, provided that, in case of extension, the cost shall be in accordance with the price schedule as originally reflected in the Abstract of Quotation.
3. The contract agreement cannot be altered, modified, amended, changed, extended, waived or terminated, except in writing and signed by both parties.
4. Any amendment to the contract agreement, if any, shall take effect only upon mutual written consent from both parties.

## VI. INSTITUTIONAL ARRANGEMENTS

1. The Bank shall provide the contractor with policies, information, documents (Bill of Lading, SRF, Transmittal List), necessary for the completion and successful delivery/ shipment of the supplies, furniture, equipment, and other materials to the consignees.
2. For services actually rendered, the Bank shall pay the Logistics Provider based on the rates as stated in the Logistic Provider's bid price.

## VII. SCOPE OF BID PRICE

The bid price shall be inclusive of taxes, and other incidental expenses.

## VIII. TERMS OF PAYMENT

1. The contractor shall be paid periodically, subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding TAX on VAT of five percent (5%).
2. The contractor shall be paid from submission of the documentary requirements such as but not limited to the following:
  - I. Billing Invoice/Statement; and
  - II. Proofs of delivery (all documents enumerated)
3. Payment shall be made within thirty (30) working days from submission of complete and proper documentary requirements mentioned above and all other documents, based on existing accounting and auditing laws, rules and regulation.



4. No advance payment shall be made as provided in Section 88 of Presidential Decree 1445.

## **IX. LIQUIDATED DAMAGES**

1. The Logistics Provider shall indemnify the Bank for any loss or damage of cargo, according to applicable maritime and insurance law and government accounting and auditing rules considering that the payment rates include valuation charges for air, land or sea movement.
2. When the Logistics Provider fails to satisfactorily pick up the cargos within seventy-two (72) hours from notice or pack/deliver the cargos/shipment under the contract agreement within the specified pick-and-pack and/or delivery timeline, inclusive of duly granted time extensions, if any, the logistics provider shall be liable, for every infraction, to pay liquidated damages equivalent to one-tenth (1/10<sup>th</sup>) of one percent (1%) of the total delivery cost of the undelivered items for every day of delay, until such cargo is finally picked up or delivered and accepted by the designated consignee without prejudice to other courses of action or remedies that may be undertaken by the Bank.

## **X. ESTIMATED BUDGET OF THE CONTRACT**

The total budget cost of contract for one (1) year is **One Million Five Hundred Thousand Pesos (Php 1,500,000.00)**, inclusive of EWT of 2% and Final Withholding Tax on VAT of 5%.

The estimated freight cost per kilo per area is the ceiling for financial proposals. The total budget is just an estimate. The whole amount might not necessarily be disbursed.

## **XI. MODE OF PROCUREMENT**

The procurement will be conducted through the government open competitive procedures specified under the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184), otherwise known as the "Government Procurement Reform Act."

## **XII. EVALUATION CRITERIA**



EVALUATION CRITERIA FOR THIRD PARTY LOGISTICS PROVIDER	PASS/ FAIL
<p>1. Specific experience of the Third Party Logistics Provider relevant to the assignment</p> <p><b>At least FIVE (5) years continuous experience in the business of warehousing, hauling, repacking/crating and delivery of the office supplies/forms, furniture, equipment (such as electrical power transformer, steel filing cabinets, vaults, etc.), and other materials all throughout the Philippines, and must have an established network of operation in the area: Luzon, Visayas, or Mindanao, that they will service, including its remote areas and islands.</b></p> <p>And <b>TWO (2)</b> years of continuous experience with any financial institutions.</p>	
<p>2. Adequacy of space/facility for repacking/crating of supplies, materials and equipment prior to delivery to branches.</p> <p>A secure warehouse or storage facility max of <b>100 sq. m.</b> to store and accommodate the simultaneous repacking/crating of office supplies/forms, furniture, equipment, books and other materials for distribution to UCPB Savings Branches Nationwide.</p>	
3. Adequacy of delivery vans (owned or leased)	



<p><b>At least FIVE (5) units of delivery vans (owned or leased that can do simultaneous hauling and deliveries.</b></p>	
<p>4. Adequacy of capable and competent personnel to carry out the simultaneous pick-up/hauling, segregating, repacking/crating and delivery of office supplies/forms, furniture, equipment, books and other materials all throughout the Philippines including its remote areas and islands.</p> <p><b>FIVE (5) AND MORE, AS NEEDED, capable and competent personnel</b></p>	

## ANNEX "B"

### List of UCPB Savings Branches and Lending Offices Nationwide

	LUZON 1	Telephone No.	BRANCH HEADS	E-MAIL ADDRESS	ADDRESS
1	<b>Batac</b>	(077) 600-0895-96	Ms. Rosemarie "Rose" A. Salucop	<a href="mailto:usb-batac@ucpbsavings.com">usb-batac@ucpbsavings.com</a>	MC Building Washington Street
		09175623673	09988427194	<a href="mailto:ushbatac@gmail.com">ushbatac@gmail.com</a>	Barangay Ablan Batac, Ilocos Norte
			<a href="mailto:rasalucop@ucpbsavings.com">rasalucop@ucpbsavings.com</a>		
2	<b>Kalayaan</b>	(02) 8833-8923	Ms. Merle O. Cervantes	<a href="mailto:usb-kalayaan@ucpbsavings.com">usb-kalayaan@ucpbsavings.com</a>	106 Neptune Street, Kalayaan Avenue
		(02) 8833-8927 - telefax	0949 8817524		Corner Makati Avenue, Makati City
			<a href="mailto:mocervantes@ucpbsavings.com">mocervantes@ucpbsavings.com</a>		
3	<b>La Trinidad</b>	(074) 442-8060	Mr. Edmundo C. Marasigan	<a href="mailto:latrinidad@ucpbsavings.com">latrinidad@ucpbsavings.com</a>	JC 159 Central Pico, La Trinidad, Benguet
		(074) 442-8106	09985897726		
			<a href="mailto:ccmarasigan@ucpbsavings.com">ccmarasigan@ucpbsavings.com</a>		
4	<b>Lingayen</b>	(075) 632-4751 - telefax	Ms. Imelda "Dang" Cruz	<a href="mailto:usb-lingayen@ucpbsavings.com">usb-lingayen@ucpbsavings.com</a>	Corner Avenida Rizal & Artacho West Streets
		(075) 632-4774	09988427167		Lingayen Pangasinan
			<a href="mailto:idcruz@ucpbsavings.com">idcruz@ucpbsavings.com</a>		
5	<b>Mabalacat</b>	(045) 308-0583	Ms. Catherine "Cath" G. Cayanan	<a href="mailto:usb-mabalacat@ucpbsavings.com">usb-mabalacat@ucpbsavings.com</a>	Kimaesha Bldg., Dau Mc-Arthur Highway,

		(045) 409-0086	09988477814		Mabalacat City
		<a href="mailto:cgcayanan@ucpbsavings.com">cgcayanan@ucpbsavings.com</a>			
6	Malolos	(044) 794-0021 - telefax	Ms. Girlie Patricia D. Agustin	<a href="mailto:usb-malolos@ucpbsavings.com">usb-malolos@ucpbsavings.com</a>	Paseo Del Congreso, Catmon, Malolos, Bulacan
		(044) 794-0022 / (044) 794-0188	09992206596	<a href="mailto:usb.malolos@gmail.com">usb.malolos@gmail.com</a>	
			<a href="mailto:gdagustin@ucpbsavings.com">gdagustin@ucpbsavings.com</a>		
7	Morong	(02) 8653-0282 - telefax	Ms. Fahrida "Rida" B. Dagle	<a href="mailto:usb-morong@ucpbsavings.com">usb-morong@ucpbsavings.com</a>	600 Tomas Claudio Street, San Pedro Morong, Rizal
		(02) 8653-0281	09989907972	<a href="mailto:ucpbsavingsmorong@yahoo.com">ucpbsavingsmorong@yahoo.com</a>	
			<a href="mailto:fbdagle@ucpbsavings.com">fbdagle@ucpbsavings.com</a>		
8	Rizal Avenue	(02) 8743-0750 - telefax	Mr. John Edward C. Luat	<a href="mailto:usb-rizalavenue@ucpbsavings.com">usb-rizalavenue@ucpbsavings.com</a>	Unit 201-203 Tan Han Chi Place 1558 Rizal Ave. corner
		(02) 8743-7426 / (02) 5309-9558 (line down)	09188119386	<a href="mailto:ucpbsavingsdsu@yahoo.com">ucpbsavingsdsu@yahoo.com</a>	Mayhaligue St. Sta. Cruz, Manila
			<a href="mailto:JCLuat@ucpbsavings.com">JCLuat@ucpbsavings.com</a>		
9	San Jose Del Monte	(044) 815-1742 - telefax	Ms. Edeliza "Liz" I. Vismonte	<a href="mailto:usb-sanjosedelmonte@ucpbsavings.com">usb-sanjosedelmonte@ucpbsavings.com</a>	Dalisay Bldg., Halili Ave., Tungkong Mangga,
		(044) 815-1796	09988494325	<a href="mailto:usbsavingssanjosedelmonte@yahoo.com">usbsavingssanjosedelmonte@yahoo.com</a>	San Jose Del Monte, Bulacan
			<a href="mailto:clvismonte@ucpbsavings.com">clvismonte@ucpbsavings.com</a>		
10	Sta. Cruz	(02) 8733-0262 - telefax	Mr. Benjamin B. Dacanay Jr.	<a href="mailto:usb-stacruz@ucpbsavings.com">usb-stacruz@ucpbsavings.com</a>	M.F. Tiaoqui Building, Plaza Sta. Cruz,
		(02) 8733-7861	09985581977	<a href="mailto:ucpbsavingsstacruz@yahoo.com">ucpbsavingsstacruz@yahoo.com</a>	Sta. Cruz, Manila
		(02) 8733-0258 / (02) 8733-7860	<a href="mailto:bbdacanay@ucpbsavings.com">bbdacanay@ucpbsavings.com</a>		
11	Sta. Ignacia	(045) 606-3379 - telefax	Mr. Eduardo "Ed" D. Miranda	<a href="mailto:usb-staignacia@ucpbsavings.com">usb-staignacia@ucpbsavings.com</a>	Altandex Building beside Alta Gas Station
		(045) 606-3380 - 81	09988427166	<a href="mailto:ucpbsavingsmayantoc@yahoo.com">ucpbsavingsmayantoc@yahoo.com</a>	Romulo Highway, Poblacion East, Sta. Ignacia, Tarlac
			<a href="mailto:edmiranda@ucpbsavings.com">edmiranda@ucpbsavings.com</a>		
12	Tanay	(02) 8654-0818 - telefax	Mr. Luisito "Luis" C. Evangelista	<a href="mailto:usb-tanay@ucpbsavings.com">usb-tanay@ucpbsavings.com</a>	F.T Catapuson St., Plaza Aldea,
		(02) 8654-0880 - BM	09188817974 / 09988698628	<a href="mailto:ucpbsavingstanay@yahoo.com">ucpbsavingstanay@yahoo.com</a>	Tanay, Rizal
			<a href="mailto:lcevangelista@ucpbsavings.com">lcevangelista@ucpbsavings.com</a>		
13	Bacnotan Branch Lite	(072)-252 3603			267 Maharlika Highway Poblacion,
		(072)-607-4544	x		Bacnotan, La Union
			-		
14	Ilagan Branch Lite	(078) 624-1701		<a href="mailto:usb-ilagan@ucpbsavings.com">usb-ilagan@ucpbsavings.com</a>	Ground Floor, Hipolito Building, Maharlika Highway, Calamagui 2nd
			x		City of Ilagan, Isabela 3300
			-		
15	Orion Branch Lite	(047) 633-3197		<a href="mailto:usb-orion@ucpbsavings.com">usb-orion@ucpbsavings.com</a>	Stall No. 31
			x		National Road, Brgy. Arellano,
			-		Orion, Bataan
16	Rizal Nueva Ecija	(044) 940-9755		<a href="mailto:usb-rizalnuevaecija@ucpbsavings.com">usb-rizalnuevaecija@ucpbsavings.com</a>	Quezon St., Poblacion Centro, Rizal, Nueva Ecija
			x		
			-		
	Luzon 2	Telephone No.	BRANCH HEADS	E-MAIL ADDRESS	ADDRESS

	<b>Alabang</b>				
17		(02) 8824-6028 telefax	Ms. Jolivette "Joli" M. Sayo	<u>usb-alabang@ucpbsavings.com</u>	Common Goal Tower Finance St. corner Industry St.
		(02) 8824-6030	09992277791	<u>ucpbsavingsalabang@yahoo.com</u>	Madrigal Business Park Alabang, Muntinlupa City
			<u>jmsayo@ucpbsavings.com</u>		
18	<b>Alaminos</b>	(049) 567-1296 - telefax	Ms. Ma. Monica Cecilia "Monic" L. Martin	<u>usb-alaminos@ucpbsavings.com</u>	M. H. Del Pilar Street, Poblacion,
		(049)-521-0309	09188011713	<u>ucpbsavingsalaminos@yahoo.com</u>	Alaminos, Laguna
			<u>mmlmartin@ucpbsavings.com</u>		
19	<b>Alfonso</b>	(046)402-1587 telefax	Ms. Lizette M. Ignacio	<u>usb-alfonso@ucpbsavings.com</u>	Mabini St. Corner Libertad St. Poblacion II,
		(046)402-2002	09988427289	<u>ucpbsavingsalfonso@yahoo.com</u>	Alfonso Cavite
			<u>lmignacio@ucpbsavings.com</u>		
20	<b>Atimonan</b>	(042) 316-5314 - telefax	Mr. Filomino "Filo" A. Racoma	<u>usb-atimonan@ucpbsavings.com</u>	Quezon St. corner C.O. Reyes St. Brgy. Zone II,
		09175515179	09989907961	<u>ucpbsavingsatimonan@yahoo.com</u>	Atimonan Quezon
			<u>faracoma@ucpbsavings.com</u>		
21	<b>Calauag</b>	(042) - 717-7200	Ms. Marife "Mafe" B. Guerrero	<u>usb-calauag@ucpbsavings.com</u>	Cantri St. Corner Bonifacio St. Brgy. 3
		(042) - 717-7201	09989907975 / 09077751977	<u>ucpbsavingscalauag@yahoo.com</u>	Calauag, Quezon
			<u>mbguerrero@ucpbsavings.com</u>		
22	<b>Caramoan</b>	(054)238-5041	Mr. Ricky Miraña	<u>usb-caramoan@ucpbsavings.com</u>	41 Real Street, Tawog Caramoan
		0917-850-1381	09334409924	<u>ucpbsavingscaramoan@yahoo.com</u>	Camarines Sur
			<u>RJMiran@ucpbsavings.com</u>		
23	<b>Goa</b>	(054) 453-1524 - telefax	Ms. Ellen Ramos - Regulado	<u>usb-goa@ucpbsavings.com</u>	Rizal Street Cor. Panday St.,
		(054) 453-1523/ (054)-881-9719	09188817914	<u>ucpbsavingsgoa@yahoo.com</u>	Brgy. Poblacion, GOA, Camarines Sur
			<u>erregulado@ucpbsavings.com</u>		
24	<b>Libmanan</b>	(054) 451-2048 - telefax	Ms. Kristine Anne "Tin" A. Evangelista	<u>usb-libmanan@ucpbsavings.com</u>	Bichara Arcade, T. Dilanco Street,
		(054) 511-8222	09209524977	<u>ucpbsavingslibmanan@yahoo.com</u>	Libod#1, Libmanan, Camarines Sur
			<u>kaevangelista@ucpbsavings.com</u>		
25	<b>Lucban</b>	(042) 540-4213 - telefax	Ms. Azenith B. Venzuela	<u>usb-lucban@ucpbsavings.com</u>	Rizal Avenue corner San Luis Street,
		(042) 911-1495/(042) 540-6526	09177714012	<u>ucpbsavingslucban@yahoo.com</u>	Brgy. 8, Lucban, Quezon
			<u>ABVenezuela@ucpbsavings.com</u>		
26	<b>Nagcarlan</b>	(049) 563-3488 - telefax	Ms. Ethel Jane P. Malvar	<u>usb-nagcarlan@ucpbsavings.com</u>	E.A. Fernandez corner E. Lucido Streets,
		(049) 563-3489	09288188085 /09206512823	<u>ucpbsavingsnagcarlan@yahoo.com</u>	Poblacion, Nagcarlan, Laguna
			<u>epmalvar@ucphsavings.com</u>		
27	<b>Pili</b>	(054) 477-5170 - telefax	Mr. Gregory Clark "Greg" D. Orcine	<u>usb-pili@ucpbsavings.com</u>	National Highway, Brgy. Old San Roque,
		(054) 477-7752/ (054) 205-1220	09988427181	<u>ucpbsavingspili@yahoo.com</u>	Pili, Camarines Sur
			<u>gdorcine@ucpbsavings.com</u>		

28	Puerto Princesa	(048) 433-8187 - telefax	Ms. Joyce A. Abog	<a href="mailto:usb-puerto@ucpbsavings.com">usb-puerto@ucpbsavings.com</a>	AICON Plaza, National Highway,
		09175515597	09988427165	<a href="mailto:ucpbsavingspuerto@yahoo.com">ucpbsavingspuerto@yahoo.com</a>	Bgy. San Pedro, Puerto Princesa City, Palawan
		(048) 433-2066	<a href="mailto:jaabog@ucpbsavings.com">jaabog@ucpbsavings.com</a>		
29	Sablayan	(043)-458-0012	Ms. Merilou "Lou" L. Gabriel	<a href="mailto:usb-sablayan@ucpbsavings.com">usb-sablayan@ucpbsavings.com</a>	420 P. Urieta St., Brgy. Buenavista,
		09188117281/09989907386	09988445394	<a href="mailto:ucpbsavingssablayan@yahoo.com">ucpbsavingssablayan@yahoo.com</a>	Sablayan, Occidental Mindoro
			<a href="mailto:mlgabriel@ucpbsavings.com">mlgabriel@ucpbsavings.com</a>		
30	San Jose-Batangas (formerly San Mateo)	(043) 784-2052	Ms. Gaylord L. Panganiban	<a href="mailto:usb-san_jose_batangas@ucpbsavings.com">usb-san_jose_batangas@ucpbsavings.com</a>	Makalintal Ave. corner Dr. Ona St.,
			09194125348		San Jose, Batangas
			<a href="mailto:glpanganiban@ucpbsavings.com">glpanganiban@ucpbsavings.com</a>		
31	Sta. Rosa	(049) 530-8192 - telefax	Ms. Lovelyn "Love" L. Aguilan	<a href="mailto:usb-starosa@ucpbsavings.com">usb-starosa@ucpbsavings.com</a>	UCPB Building National Hi-Way
		(049) 530-8191 / (049) 530-8193	09988503787	<a href="mailto:usb.starosa@gmail.com">usb.starosa@gmail.com</a>	Brgy. Balibago, Sta. Rosa Laguna
			<a href="mailto:llaguilan@ucpbsavings.com">llaguilan@ucpbsavings.com</a>		
32	Tanza	(02) 529-8970 - telefax	Mr. Tomas B. Rubiales - Concurrent BH	<a href="mailto:usb-tanza@ucpbsavings.com">usb-tanza@ucpbsavings.com</a>	007 A. Soriano Highway,
		(046) 437-1162/(046) 437-1167	09479940053	<a href="mailto:ucpbsavingstanza@yahoo.com">ucpbsavingstanza@yahoo.com</a>	Daang Amaya 1, Tanza, Cavite
			<a href="mailto:TBRuhiales@ucpbsavings.com">TBRuhiales@ucpbsavings.com</a>		
33	Tayabas	(042) 793-2205 - telefax	Ms. Ma. Melissa "Tamel" L. Villaseñor	<a href="mailto:usb-tayabas@ucpbsavings.com">usb-tayabas@ucpbsavings.com</a>	64 Quezon Avenue (Tayabas-Lucban Road) cor M. Ponce
		(042) 793-2329	09188817964	<a href="mailto:ucpbsavingstayabas@yahoo.com">ucpbsavingstayabas@yahoo.com</a>	Street Brgy. San Diego Zone 1, City of Tayabas
			<a href="mailto:mlvillaseñor@ucpbsavings.com">mlvillaseñor@ucpbsavings.com</a>		
34	Tiaong	(042) 717-9658 - telefax	Ms. Herminia A. Ilagan	<a href="mailto:usb-tiaong@ucpbsavings.com">usb-tiaong@ucpbsavings.com</a>	Maharlika Highway corner San Antonio Road
		(042) 717-9659	09988427173		Poblacion 3, Tiaong, Quezon
		(042) 323-6115/6201	<a href="mailto:hailagan@ucpbsavings.com">hailagan@ucpbsavings.com</a>		
35	Daraga Branch Lite	(052) 480 - 4581		<a href="mailto:usb-daraga@ucpbsavings.com">usb-daraga@ucpbsavings.com</a>	Daraga Town Center, Bañag, Daraga, Albay
		(052) 431 - 2583	x		
36	Calapan Branch Lite	(043) 288-2065		<a href="mailto:usb-calapan@ucpbsavings.com">usb-calapan@ucpbsavings.com</a>	Ground Floor Halcon Heights Building Dama de Noche St.,
		(043) 441-7543	x		Lumang Bayan, Calapan City, Oriental Mindoro
	VISAYAS	Telephone No.	BRANCH HEADS	E-MAIL ADDRESS	ADDRESS
37	Bacolod	(034) 713-5138 / 0917523134	Ms. Felisa C. Gevero	<a href="mailto:usb-bacolod@ucpbsavings.com">usb-bacolod@ucpbsavings.com</a>	Ground Floor, San Antonio Park Square,
		(034) 709-7486 / (034) 441-2345	09988427161	<a href="mailto:ucpbsavingsbacolod@yahoo.com">ucpbsavingsbacolod@yahoo.com</a>	Mandalagan Bacolod City, Negros Occidental
			<a href="mailto:fgevero@ucpbsavings.com">fgevero@ucpbsavings.com</a>		
38	Borongan	(055)-568-0010 / 09175515433	Mr. Sean B. Rama	<a href="mailto:usb-borongan@ucpbsavings.com">usb-borongan@ucpbsavings.com</a>	E. Cinco Street
			09173227804		Borongan City, Eastern Samar
			<a href="mailto:SBRama@ucpbsavings.com">SBRama@ucpbsavings.com</a>		
39	Escalante	(034) 454-0734 - telefax	Ms. Theresa "Teray" V. Taganilc	<a href="mailto:usb-escalante@ucpbsavings.com">usb-escalante@ucpbsavings.com</a>	Stall D-1, Puregold Bldg. North Ave



		(034) 724-8022/(034) 724-8011	09988427163 <a href="mailto:tvtaganile@ucpbsavings.com">tvtaganile@ucpbsavings.com</a>	<a href="mailto:ucpbsavingstoboso@yahoo.com">ucpbsavingstoboso@yahoo.com</a> <a href="mailto:ubescalante@gmail.com">ubescalante@gmail.com</a>	Balintawak, Escalante City, Negros Occidental
40	<b>Iloilo</b>	(033) 335-0422 - telefax	Mr. Gabriel "Gabby" F. Lim	<a href="mailto:usb-ililo@ucpbsavings.com">usb-ililo@ucpbsavings.com</a>	Angeles Arcade
		(033) 508-7090/ (033) 508-7490	09088904932 <a href="mailto:gflim@ucpbsavings.com">gflim@ucpbsavings.com</a>	<a href="mailto:ucpbsavingsiloilo@yahoo.com">ucpbsavingsiloilo@yahoo.com</a>	De Leon Street, Iloilo City
41	<b>La Castellana</b>	(034) 485-0059 - telefax	Ms. Felisa C. Gevero - Concurrent BM	<a href="mailto:usb-la.castellana@ucpbsavings.com">usb-la.castellana@ucpbsavings.com</a>	Feria corner Bonifacio Street.
		(034) 485-0160/ (034) 702-2511	09988427161 <a href="mailto:fcgevero@ucpbsavings.com">fcgevero@ucpbsavings.com</a>	<a href="mailto:ucpbsavingsla_castellana@yahoo.com">ucpbsavingsla_castellana@yahoo.com</a>	Brgy. Robles La Castellana, Negros Occidental
42	<b>Naga Cebu</b>	(032) 505-6930 - telefax	Mr. Steve Matthew N. Aparic	<a href="mailto:usb-naga@ucpbsavings.com">usb-naga@ucpbsavings.com</a> <a href="mailto:usbnagaccbu@gmail.com">usbnagaccbu@gmail.com</a>	E. Sayson St., Central Poblacion
		(032) 489-5394	09985478477 <a href="mailto:snaparte@ucpbsavings.com">snaparte@ucpbsavings.com</a>	<a href="mailto:m">m</a>	Naga City, Cebu
43	<b>Numancia</b>	(036) 265-6952 - telefax	Mr. Mark Neil "Neil" P. Doroteo	<a href="mailto:usb-numancia@ucpbsavings.com">usb-numancia@ucpbsavings.com</a>	R.P.V. Building, National Highway
		(036) 265-6953	09985990929/09175623 443 <a href="mailto:mpdoroteo@ucpbsavings.com">mpdoroteo@ucpbsavings.com</a>	<a href="mailto:ucpbsavingslezo@yahoo.com">ucpbsavingslezo@yahoo.com</a>	Brgy. Joyao-joyao, Numancia, Aklan
44	<b>Ormoc</b>	(053) 832-2745	Ms. Ritchelle T. Sacay	<a href="mailto:usb-ormoc@ucpbsavings.com">usb-ormoc@ucpbsavings.com</a>	G/F HSSC Building Real Street, Ormoc City
		(053) 561-7477	09169124247 <a href="mailto:RTSacay@ucpbsavings.com">RTSacay@ucpbsavings.com</a>	<a href="mailto:ucpbsavingsormoc@yahoo.com">ucpbsavingsormoc@yahoo.com</a>	
45	<b>Sogod</b>	(053) 382-3262 - telefax	Ms. Susan C. Lora	<a href="mailto:usb-sogod@ucpbsavings.com">usb-sogod@ucpbsavings.com</a>	Osmeña Street, Brgy. Zone IV
			09988427162 <a href="mailto:sclora@ucpbsavings.com">sclora@ucpbsavings.com</a>	<a href="mailto:ucpbsavingssogod@yahoo.com">ucpbsavingssogod@yahoo.com</a>	Sogod, Southern Leyte
46	<b>Tuburan</b>	(032) 463-9151 - telefax	Mr. Ryan S. Limpio	<a href="mailto:usb-tuburan@ucpbsavings.com">usb-tuburan@ucpbsavings.com</a>	Tabotabo Street, Poblacion
		(032) 463-9088	09989907923 <a href="mailto:rslimpio@ucpbsavings.com">rslimpio@ucpbsavings.com</a>	<a href="mailto:ucpbsavingstuburan@yahoo.com">ucpbsavingstuburan@yahoo.com</a>	Tuburan, Cebu
47	<b>Gandara Branch Lite</b>	09178470475		<a href="mailto:usb-gandara@ucpbsavings.com">usb-gandara@ucpbsavings.com</a>	Maharlika Highway, Brgy. Adela Heights,
			x	-	Gandara, Samar
48	<b>Palo Branch Lite</b>	(053) 832-3041		<a href="mailto:usb-palo@ucpbsavings.com">usb-palo@ucpbsavings.com</a>	Tacloban - Baybay Road, Brgy. Guindapunan,
			x	-	Palo, Leyte
	<b>MINDANAO</b>	<b>Telephone No.</b>	<b>BRANCH HEADS</b>	<b>E-MAIL ADDRESS</b>	<b>ADDRESS</b>
49	<b>Aloran</b>				
		(088)-545-4011 - telefax	Ms. Joyce R. Bugas	<a href="mailto:usb-aloran@ucpbsavings.com">usb-aloran@ucpbsavings.com</a>	José Mutia Street, Brgy. Ospital
		09189113683	09989997932 <a href="mailto:jrbugas@ucpbsavings.com">jrbugas@ucpbsavings.com</a>	<a href="mailto:ucpbsavingsaloran@yahoo.com">ucpbsavingsaloran@yahoo.com</a>	Aloran, Misamis Occidental

50	Bulua	(088) 858-8063 - telefax	Ms. Julie Ann "Jong" B. Siasat	<u>usb-</u> <u>bulua@ucpbsavings.com</u>	G/F Forever Books Building, Zone 6
		(088) 275-4519	09988500767	<u>ucpbsavingspol@yahoo.com</u>	Bulua, Cagayan De Oro City, Misamis Oriental
			<u>jbsiasat@ucpbsavings.com</u>		
51	Cagayan de Oro	(088) 857-2355 - telefax	Mr. NIGEL DAVE K. SARMIENTO	<u>usb-</u> <u>cdo@ucpbsavings.com</u>	Capistrano-Cruz, Taal Streets,
		(088) 272-2695	09988427180		Brgy 7, Cagayan de Oro City, Misamis Oriental
		Direct Line (088) 852-4099	<u>nksarmiento@ucpbsavings.com</u>		
52	Davao	(082) 300-0541 - telefax	Ms. Graciela "Lala" P. Semilla	<u>usb-</u> <u>davao@ucpbsavings.com</u>	MK Central Bldg. J.P. Laurel Ave.
		(082) 224-4229	09255015754	<u>ucpbsavingsdavao@yahoo.com</u>	Bajada, Davao City
			<u>gpsemilla@ucpbsavings.com</u>		
53	Dipolog	(065) 212-1300 - telefax	Ms. Aida A. Ratunil	<u>usb-</u> <u>dipolog@ucpbsavings.com</u>	Quezon Avenue,
		(065) 212-1298	09093322822	<u>ucpbsavingssindangan@yahoo.com</u>	Miputak, Dipolog City, Zamboanga Del Norte
			<u>aaratunil@ucpbsavings.com</u>		
54	Glan	(083) 262-1010 - telefax	Mr. Raul L. Lagrimas	<u>usb-</u> <u>glan@ucpbsavings.com</u>	182-C enrique Yap Street,
		(083) 893-0080	09188817959	<u>ucpbsavingsglan@yahoo.com</u>	Poblacion Glan, Sarangani Province
			<u>rllagrimas@ucpbsavings.com</u>		
55	Lamitan	(062) 936-0018	Mr. Reynante "Rey" C. Molina	<u>usb-</u> <u>lamitan@ucpbsavings.com</u>	Quezon Boulevard,
			09988427172	<u>ucpbsavingslamitan@yahoo.com</u>	Brgy. Malakas, Lamitan, Basilan
			<u>rcmolina@ucpbsavings.com</u>		
56	Lapasan	(088) 880-0885 - telefax	Mr. Rolly R. Rubillos	<u>usb-</u> <u>lapasan@ucpbsavings.com</u>	Market City, Agora,
		(088)-880-8272	09989908795	<u>ucphsavingslaguindingan@yahoo.com</u>	Lapasan, Cagayan de Oro City
			<u>rrrubillos@ucpbsavings.com</u>		
57	Tagum	(084) 655-4086	Mr. Dennis Y. Suico	<u>usb-</u> <u>tagum@ucpbsavings.com</u>	Consuelo Business Center
		(084) 655-4087 / (084) 655-4088	09988487763		Units 9-12 Pioneer Ave., Magugpo South
			<u>dysuico@ucpbsavings.com</u>		Tagum City
58	Kabasalan Branch Lite	(062) 333-0600		<u>usb-</u> <u>kabasalan@ucpbsavings.com</u>	Cainglet, Kabasalan, Zamboanga Sibugay
			x		
			-		

	VISAYAS	BOOKING BRANCH	Telephone No.	LENDING OFFICER	E-MAIL ADDRESS	ADDRESS
1	San Jose Antique	Numacia	(036) 540-7905	Mr. Kenneth L. Fernandez	<u>usb-</u> <u>antiquelending@ucpbsavings.com</u>	Gorund Floor , LASP Building Gov. Fullion St.
				09988445386	<u>usb_sanjoseantiquelending@yahoo.com.ph</u>	San Jose de Buenavista, Antique
2	MINDANAO Zamboanga	Lamitan	Telephone No.	LENDING OFFICER	E-MAIL ADDRESS	ADDRESS
			(062)991-2681	Mr. Orlando Gumahin	<u>usb_zamboangalending@ucpbsavings.com</u>	UCPB Bldg. Rizal & Corcuera St.
3	Butuan	CDO	(085) 815-0776	Mr. Michael Rendiza	<u>usb-butuanlending@ucpbsavings.com</u>	Door G, 2/F Oro Cam Building, J.C.

						Aquino Avenue corner M.
					calapanlending_ucp bsavings@yahoo.co m.ph	Carlo Street, Silongan, Butuan City, Agusan Del Norte
4	Sindangan	Dipolog	(065)-918-0625		usb- sindanganlending@ ucpbsavings.com	Mabini Street, Brgy. Poblacion Sindangan,
					usbsindanganlendin g@yahoo.com	Zamboanga del Norte
5	Malaybalay	Bulua	(088) 813-0830	Ms. Rizalyn C. Llagas	usb- malaybalaylending @ucpbsavings.com	Unit 3 Saint Joseph Square Fortich St., Brgy. 3
				09157146429	usbmalaybalaylendi ng@yahoo.com.ph	Malaybalay City, Bukidnon

## ANNEX "C"

### BID PRICE SCHEDULE

Location	Inclusions	Rate per month inclusive of ODA and Interisland rates, where applicable
Luzon	Max of 50 sqm storage area, Delivery (Free within the city limit), Inventory system, Receiving and Dispatch (Sundays and Holidays upon request only)	
Visayas	Max of 25 sqm storage area, Delivery (Free within the city limit), Inventory system, Receiving and Dispatch (Sundays and Holidays upon request only)	
Mindanao	Max of 25 sqm storage area, Delivery (Free within the city limit), Inventory system, Receiving and Dispatch (Sundays and Holidays upon request only)	



## *Section VIII. Checklist of Technical and Financial Documents*

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### *Legal Documents*

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### *Technical Documents*

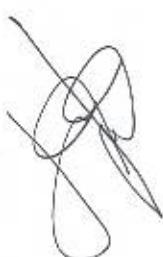
- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; 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.

#### *Financial Documents*

- (k) The Supplier's audited financial statements, showing, among others, the Supplier'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; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class "B" Documents*

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
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.

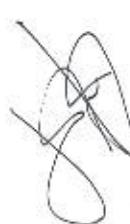


Other documentary requirements under RA No. 9184 (as applicable)

- (n) [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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).



## **Section IX. Bidding Forms**

### **Bid Form# 01 Bid Form**

#### **BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of  
of agent Currency Commission or gratuity

(if none, state "None") ]

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 Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

**Bid Form# 02 Contract Agreement Form**

**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] 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, particularly [brief description of goods and services] and 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 in specified currency] (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.:*
  - a) The Supplier' Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - b) Schedule of Requirements;
  - c) Technical Specifications;
  - d) General Conditions of Contract;
  - e) Special Conditions of Contract;
  - f) Performance Security; and
  - g) Entity's Notice of Award.
  - h) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the payments to be made by the Entity to the Supplier as hereafter mentioned, the Supplier hereby covenants with 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 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.
5. Notwithstanding any provision in the General and Special Conditions of Contract, the UCPBS may pre-terminate this Contract subject to a notice to the Supplier within thirty (30) days prior to the effective date of pre-termination.
6. UCPBS shall have the right to assign its rights and liabilities under this Contract subject only to a notice to the Supplier.

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 and delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed and delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Contractor)

**Acknowledgment**

[Format shall be based on the latest Rules on Notarial Practice]



## Bid Form# 03 Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and



8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**  
*[Format shall be based on the latest Rules on Notarial Practice]*



**Bid Form# 04 Bid Securing Declaration Form**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

**BID SECURING DECLARATION**  
**Project Identification No.: [Insert number]**

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

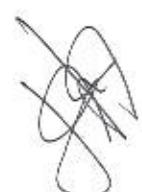
1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant

**[Jurat]**

[Format shall be based on the latest Rules on Notarial Practice]



## Bid Form# 05 Section VI. 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**

The service provider shall pick-up the cargos from and to UCPB Savings Bank Head Office and its' branches, upon the instruction of the bank within forty-eight (48) hours from receipt of call/notice and within twenty-four (24) hours for other urgent matters.

The service provider shall give priority to the delivery of the cargos, and shall ensure that the same are delivered on time, intact and undamaged, to the specified consignee as indicated in the Bill of Lading/Waybill.

The service provider shall ensure that all cargos reach the designated place of destination within the delivery period specified below.

- I. Delivery period and lead time for pick and pack for items that require immediate delivery, as determined by the Shipper to be urgent (via land, sea and air freight).

PLACE OF DESTINATION	DELIVERY PERIOD	LEAD TIME FOR PICK AND PACK
National Capital Region Branches (NCR) (Please see attached Annex "A")	Within twenty-four (24) hours, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days/city
Luzon, Visayas and Mindanao Branches (Please see attached Annex "A")	Five (5) to Seven (7) working days, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days

- II. Delivery period and lead time for pick and pack for non-express delivery (via land, sea or air freight)

PLACE OF DESTINATION	DELIVERY PERIOD	LEAD TIME FOR PICK AND PACK
National Capital Region Branches (NCR) (Please see attached Annex "A")	Five (5) working days, reckoned after the lead time for pick and pack	Pick and pack – three (3) working days/ City
Luzon, Visayas and Mindanao Branches (Please see attached Annex "A")	Ten (10) working days, reckoned after the lead time for pick and pack	Pick and pack - four (4) working days

The service provider warrants that the cargos are timely delivered to the Branches during office hours and properly received by the Bank's associate, Branch operations officers or any personnel of the bank of the specified branch and that the corresponding – bill of lading or delivery receipt are properly signed over printed name, with the position and date of receipt. Otherwise, denial by the consignee concerned of their actual receipt of the cargos shall render the service provider liable to the Bank for the value of the subject cargos.

The service provider shall submit an electronic copy on the status of picked up items/cargos and/or delivery status report to the General Services Department every 25<sup>th</sup> of the month. Format of the report shall be provided by the service provider.

Within ten (10) calendar days after the delivery of the cargo/s, duplicate/photo copies of the documents mentioned above shall be submitted to the General Services Department for monitoring purposes.

I hereby commit to comply and deliver the above requirements.

---

Name of Company (in print)

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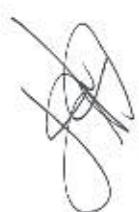
Signature of Company Authorized Representative

---

Name and Designation (in print)

---

Date



**Bid Form# 06 Section VII. Technical Specifications****STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS****INSTRUCTIONS:**

The bidder must state in the last column opposite each parameter and required specifications either "Comply" or "Not Comply". All pages shall be properly signed. Bidders must state here either "Comply or " Not Comply" against each individual parameters of each requirements. Statements of "Comply or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. 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 Bidder's statement of compliance of the supporting evidence that is found to be false either during Bid Evaluation, post evaluation, 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).

**Technical Specifications***Procurement of One-Year Third-Party Logistics Service*

Item	Specification	Statement of Compliance
	General Requirements: Refer Annex "A", "B" and "C"	
I.	<p>Qualifications</p> <p>Specific experience of the Third-Party Logistics Provider relevant to the assignment</p> <p><b>At least FIVE (5)</b> years continuous experience in the business of warehousing, hauling, repacking/crating and delivery of the office supplies/forms, furniture, equipment (such as electrical power transformer, steel filing cabinets, vaults, etc.), and other materials all throughout the Philippines, and must have an established network of operation in the area: Luzon, Visayas, or Mindanao, that they will service, including its remote areas and islands.</p> <p>And <b>TWO (2)</b> years of continuous experience with any financial institutions.</p>	
	<p>Adequacy of space/facility for repacking/crating of supplies, materials, and equipment prior to delivery to branches.</p> <p>A secure warehouse or storage facility max of <b>100 sq. m.</b> to store and accommodate the simultaneous repacking/crating of office supplies/forms, furniture, equipment, books and other materials for distribution to UCPB Savings Branches Nationwide.</p>	
	<p>Adequacy of delivery vans (owned or leased)</p> <p><b>At least FIVE (5)</b> units of delivery vans (owned or leased) that can do simultaneous hauling and deliveries</p>	
	<p>Adequacy of capable and competent personnel to carry out the simultaneous pick-up/hauling, segregating, repacking/crating and delivery of office supplies/forms, furniture, equipment, books, and other materials all throughout the Philippines including its remote areas and islands.</p> <p><b>FIVE (5) AND MORE, AS NEEDED,</b></p>	



	capable and <b>competent</b> personnel	
II.	<b>SCOPE OF WORKS</b>	
	<p>The Logistics Provider shall be responsible for the pick-up/hauling, segregating and repacking/crating on a per branch basis [as specified in the Bill of Lading/Waybill, Supplies Requisition Slip(SRF) for office supplies and accountable forms and Transmittal List for equipment's at the Logistics Provider's warehouse and delivery services of various forms, documents, furniture, equipment, other supplies and materials, including but not limited to those listed in Annex "A" to the various UCPB Savings Branches nationwide, through the following modes of delivery:</p> <p>Land/Sea/Air Freight – from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank, to any point of Luzon, including remote areas and islands; and</p> <p>Land/Sea/Air Freight – from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank, to any point of Luzon, including remote areas and islands; and</p> <p>Special/Urgent Delivery by Land/Sea/Air Freight, as speedy, efficient, and practicable, from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank, to any point of Luzon, Visayas and Mindanao including remote areas and islands; and</p>	
	Each shipment shall be covered by the duly approved Bills of Lading, Transmittal List for equipment's, SRF for supplies and other materials issued by the Bank through the General Services Department, Any Requesting Head Office Unit and The Requesting Branch should be counter receipted by the Logistics Provider by issuing pick-up receipts.	



## **ANNEX "A"**

### **TERMS OF REFERENCE (TOR)**

#### **3-PL Service Requirements: Pick-up/ Hauling, Segregation, Repacking/ Crating, Door-to-Door Delivery, and Warehousing**

##### **I. BACKGROUND**

UCPB Savings Bank is tasked with the procurement, warehousing and delivery of office supplies, furniture, equipment, and other materials for the various branches all over the Philippines. Timely delivery of the said will provide support to the efficient operations of the bank to serve its' valued clients.

However, due to the Bank's limited resources and the volume of supplies, furniture, equipment and other materials to be delivered, as well as the geographical location of its' branches, delivery will take a substantial period of time. Hence the Bank has determined to engage the services of capable Third-Party Logistics Provider with established network nationwide, and with sufficient experience in the business of carrying and delivering office supplies, equipment, bank forms and other materials throughout the Philippines to provide the needed door-to-door forwarding, warehousing and delivery services for UCPB Savings Bank.

##### **II. QUALIFICATION REQUIREMENTS FOR FREIGHT FORWARDER (BIDDER)**

1. Must have at least five (5) years continuous experience in the business of warehousing, hauling, repacking/crating and delivery of office supplies/forms, furniture, equipment (such as electrical power transformer, steel filing cabinets, vaults, etc.), and other materials all throughout the Philippines, and must have an established network of operation in the area: Luzon, Visayas and Mindanao, that they will service, including its remote areas and islands and two (2) years continuous experience in dealing with financial institutions
2. Must have a secure warehouse or storage facility max of 50 sq.m. within National Capital Region (NCR), Max of 25 sq.m. each for Visayas and Mindanao to store and accommodate the simultaneous repacking/ crating of office supplies/forms, furniture, equipment, and other materials for distribution to the UCPB Savings Branches nationwide.
3. Must have at least three (5) units of delivery vans (owned or leased) for simultaneous hauling and deliveries.
4. Must have sufficient number of capable and competent personnel to carry out the simultaneous pick-up/hauling, segregating, repacking/crating and delivery of office supplies/forms, furniture, equipment, and other materials all throughout the Philippines, including remote areas and islands.
5. Must have a good track record of having undertaken a similar engagement of the same nature and nationwide scope with other government agencies and/or private entities.

##### **III. SCOPE OF SERVICES**

- C. The Logistics Provider shall be responsible for the pick-up/hauling, segregating and repacking/crating on a per branch basis [as specified in the Bill of Lading/Waybill, Supplies Requisition Slip(SRF) for office supplies and accountable forms and Transmittal List for equipment's at the Logistics Provider's warehouse and delivery services of various forms, documents, furniture, equipment, other supplies and materials, including but not limited to those listed in Annex "A", to the various UCPB Savings Branches nationwide, through the following modes of delivery:

1. Land/Sea/Air Freight – from and to UCPB Savings Bank Head Office and

- Branches, upon the instruction of the Bank, to any point of Luzon, including remote areas and islands; and
2. Land/Sea/Air Freight – from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank, to any point of Luzon, including remote areas and islands; and
  3. Special/Urgent Delivery by Land/Sea/Air Freight, as speedy, efficient and practicable, from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank, to any point of Luzon, Visayas and Mindanao including remote areas and islands; and
- D. Each shipment shall be covered by the duly approved Bills of Lading, Transmittal List for equipment's, SRF for supplies and other materials issued by the Bank through the General Services Department, Any Requesting Head Office Unit and The Requesting Branch should be counter received by the Logistics Provider by issuing pick-up receipts.

#### **IV. OBLIGATION OF THE LOGISTICS PROVIDER**

1. The Logistics Provider shall pick-up the cargos from and to UCPB Savings Bank Head Office and Branches, upon the instruction of the Bank within forty-eight (48) hours from receipt of call/notice and within twenty-four (24) hours for other urgent matters.
2. The logistics provider shall give priority to the delivery of the cargos, and shall ensure that the same are delivered on time, intact and undamaged, to the specified consignee as indicated in the Bill of Lading/Waybill.
3. The logistics provider shall ensure that the cargos are segregated and repacked/crated on a per branch basis and in accordance with the distribution list provided by the Bank.
4. The logistics provider shall exercise extraordinary diligence in the handling and delivery of supplies, accountable forms, semi- expendable supplies, furniture, equipment, documents and other materials to the various branches. Responsibility, including risk, will pass from the logistics provider to the consignee upon receipt and acceptance of the cargos by the latter, except for items delivered which are not in conformity with what was specified in the Bill of Lading.
5. The Logistics Provider shall be responsible for the loading and unloading at designated places of all cargos for the Bank's branches and the processing and safekeeping of all shipping documents.
6. The consignee's authorized representative, i.e., the Branch/Head Office associate, Branch Manager or Branch Operations Officer, shall check and examine the cargos in the presence of the Logistics Provider before the consignee's authorized representative affixes his/her signature on the delivery documents.
7. The Logistics Provider shall ensure that all cargos delivered from and to Head Office and branches are complete, in order and free from damage. Damage shall include, but not limited to the following:

- I. Breakage;
- II. Rain and water damage; and Fire/Heat damage



8. The Logistics Provider shall ensure that all cargos reach the designated place of destination within the delivery period specified below:

- I. Delivery period and lead time for pick and pack for items that require immediate delivery, as determined by the Shipper to be urgent (via land, sea and air freight)

<b>PLACE OF DESTINATION</b>	<b>DELIVERY PERIOD</b>	<b>LEAD TIME FOR PICK AND PACK</b>
National Capital Region Branches (NCR) (Please see attached Annex "A")	Within twenty-four (24) hours, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days/city
Luzon, Visayas and Mindanao Branches (Please see attached Annex "A")	Five (5) to Seven (7) working days, reckoned after the lead time for pick and pack	Pick and pack – two (2) working days

- II. Delivery period and lead time for pick and pack for non-express delivery (via land, sea or air freight)

<b>PLACE OF DESTINATION</b>	<b>DELIVERY PERIOD</b>	<b>LEAD TIME FOR PICK AND PACK</b>
National Capital Region Branches (NCR) (Please see attached Annex "A")	Five (5) working days, reckoned after the lead time for pick and pack	Pick and pack – three (3) working days/ City
Luzon, Visayas and Mindanao Branches (Please see attached Annex "A")	Ten (10) working days, reckoned after the lead time for pick and pack	Pick and pack - four (4) working days

9. The Logistics Provider shall coordinate with the authorized and/or designated Bank personnel in the performance of their jobs.
10. The Logistics Provider warrants that the cargos are timely delivered to the banks' branches during office hours and properly received by the Bank's associate, Branch operations officers or any personnel of the bank of the specified branch and that the corresponding – bill of lading or delivery receipt are properly signed over printed name, with the position and date of receipt. Otherwise, denial by the consignee concerned of their actual receipt of the cargos shall render the service provider liable to the Bank for the value of the subject cargos.
11. The service provider shall submit an electronic copy on the status of picked up items/cargos and/or delivery status report to the General Services Department every 25<sup>th</sup> of the month. Format of the report shall be provided by the service provider.
12. Within ten (10) calendar days after the delivery of the cargo/s, duplicate/photo copies of the documents mentioned above shall be submitted to the General Services Department for monitoring purposes.
13. Within ten (10) to thirty (30) calendar days after the completion of delivery, the Logistics Provider shall submit to the Bank, as basis for payment the original and two (2) photocopies of the following:
  - I. Bills of Lading and Delivery Receipt properly signed over printed name by the Bank associate, Branch Operations Officer and Branch Manager of the concerned branch or head officer unit. Date of receipt and the position of the person who received the items must also be indicated in the above-mentioned documents; and
  - II. Three (3) original copies of the Summary Report, which shall contain the following data: i) Description of cargos/items; ii) Tracking Number; iii) Bills of Lading/Waybill; iv) Date of pick-up; v) Weight of the cargo; vi) Total quantity and sizes of packing materials, crates and boxes used; vii) Date of receipt by the consignee, and viii) Name and position of the actual recipient of the shipment.
14. The Logistics Provider shall be liable for loss, damage, or injury due directly or indirectly to the fault or negligence of its personnel or agents. It shall assume full responsibility therefor and the Bank shall be specifically released from any and all liabilities arising therefrom.
15. The Logistics Provider agrees to strictly follow the instructions of the Bank in the performance of its obligations and responsibilities under the contract agreement.
16. The Logistics Provider shall detail a competent representative/s / liaison officer/s who will be responsible for the performance of its obligations under the contract and to liaise with the Bank. A thirty (30) working day notice in writing shall be made to the Bank in case the Logistics Provider details another or other representative/s / liaison officer/s. A thirty (30) working day notice in writing shall also be made by the Bank to the Logistics Provider to seek the replacement of the detailed representative/s / liaison officer/s that is found to be less than competent and responsible in the performance of his/her function as such. Further, the Logistics Provider shall ensure that proper turn-over of the Bank account shall be made to their representative/s / liaison officer/s.
17. In case of any loss/damage to the cargos for the Branch and Head Office, the Logistics Provider shall be liable as follows:
  - I. Equipment/furniture, supplies and other properties - should immediately pay/be charged for the cost of the cargos or may replace the same with a new unit of the same brand, model and technical specifications within thirty (30) calendar days after the consignee discovered and reported the lost and/or damaged cargos; and
  - II. Forms/documents – Should pay the declared value of the particular damaged/lost forms/documents.
  - III. In both cases, the logistics provider shall pay/be charged a penalty equivalent to one-tenth (1/10<sup>th</sup>) of one percent (1%) of the total delivery cost of the undelivered items for every day of

delay, until such cargo is finally replaced, delivered and accepted by the designated consignee without prejudice to other courses of action or remedies that may be undertaken by the Bank.

- IV. The amount of the loss/damage to the cargo/s will be deducted in the billing of the freight forwarder when the consignee annotates the loss/damage in the bill of lading/ waybill, PAR for equipment, RIS for office supplies and other materials.
18. The Logistics Provider shall exercise extraordinary diligence in the performance of its obligation under this Terms of Reference, considering that not only is time of the essence, but also the sensitiveness and urgency for the cargos to be shipped and transported.
19. The Logistics Provider shall employ hardworking, qualified/reliable, well-behaved, honest and dedicated workers to do the services required under this Terms of Reference. It shall not UCPB Savings Bank employees to work in any category whatsoever.

## V. DURATION OF THE SERVICES

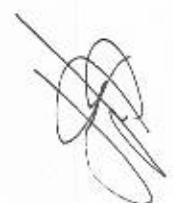
1. The logistics provider services shall be for a period for one (1) years, unless otherwise terminated earlier for cause or upon mutual agreement of the parties; Provided that, when no formal notice of termination is given by the Bank to the Logistics Provider before the lapse of the contract agreement, it is understood that the services of the Logistics Provider is automatically extended on a month-to-month basis up to a maximum period of three (3) months upon the same terms and agreement of the contract.
2. Request for the extension of the agreement may be made by the Bank until such time that a new contract agreement is entered into by the latter with the contractor or any other forwarder, provided that, in case of extension, the cost shall be in accordance with the price schedule as originally reflected in the Abstract of Quotation.
3. The contract agreement cannot be altered, modified, amended, changed, extended, waived or terminated, except in writing and signed by both parties.
4. Any amendment to the contract agreement, if any, shall take effect only upon mutual written consent from both parties.

## VI. INSTITUTIONAL ARRANGEMENTS

1. The Bank shall provide the contractor with policies, information, documents (Bill of Lading, SRF, Transmittal List), necessary for the completion and successful delivery/ shipment of the supplies, furniture, equipment, and other materials to the consignees.
2. For services actually rendered, the Bank shall pay the Logistics Provider based on the rates as stated in the Logistic Provider's bid price.

## VII. SCOPE OF BID PRICE

The bid price shall be inclusive of taxes, and other incidental expenses.



## VIII. TERMS OF PAYMENT

1. The contractor shall be paid periodically, subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding TAX on VAT of five percent (5%).
2. The contractor shall be paid from submission of the documentary requirements such as but not limited to the following:
  - I. Billing Invoice/Statement; and
  - II. Proofs of delivery (all documents enumerated)
3. Payment shall be made within thirty (30) working days from submission of complete and proper documentary requirements mentioned above and all other documents, based on existing accounting and auditing laws, rules and regulation.

- No advance payment shall be made as provided in Section 88 of Presidential Decree 1445.

## **IX. LIQUIDATED DAMAGES**

- The Logistics Provider shall indemnify the Bank for any loss or damage of cargo, according to applicable maritime and insurance law and government accounting and auditing rules considering that the payment rates include valuation charges for air, land or sea movement.
- When the Logistics Provider fails to satisfactorily pick up the cargos within seventy-two (72) hours from notice or pack/deliver the cargos/shipment under the contract agreement within the specified pick-and-pack and/or delivery timeline, inclusive of duly granted time extensions, if any, the logistics provider shall be liable, for every infraction, to pay liquidated damages equivalent to one-tenth ( $1/10^{\text{th}}$ ) of one percent (1%) of the total delivery cost of the undelivered items for every day of delay, until such cargo is finally picked up or delivered and accepted by the designated consignee without prejudice to other courses of action or remedies that may be undertaken by the Bank.

## **X. ESTIMATED BUDGET OF THE CONTRACT**

The total budget cost of contract for one (1) year is **One Million Five Hundred Thousand Pesos (Php 1,500,000.00)**, inclusive of EWT of 2% and Final Withholding Tax on VAT of 5%.

The estimated freight cost per kilo per area is the ceiling for financial proposals. The total budget is just an estimate. The whole amount might not necessarily be disbursed.

## **XI. MODE OF PROCUREMENT**

The procurement will be conducted through the government open competitive procedures specified under the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184), otherwise known as the "Government Procurement Reform Act."

## **XII. EVALUATION CRITERIA**



EVALUATION CRITERIA FOR THIRD PARTY LOGISTICS PROVIDER	PASS/ FAIL
<p>1. Specific experience of the Third Party Logistics Provider relevant to the assignment</p> <p><b>At least FIVE (5) years continuous experience in the business of warehousing, hauling, repacking/crating and delivery of the office supplies/forms, furniture, equipment (such as electrical power transformer, steel filing cabinets, vaults, etc.), and other materials all throughout the Philippines, and must have an established network of operation in the area: Luzon, Visayas, or Mindanao, that they will service, including its remote areas and islands.</b></p> <p>And <b>TWO (2)</b> years of continuous experience with any financial institutions.</p>	
<p>2. Adequacy of space/facility for repacking/crating of supplies, materials and equipment prior to delivery to branches.</p> <p>A secure warehouse or storage facility max of <b>100 sq. m.</b> to store and accommodate the simultaneous repacking/crating of office supplies/forms, furniture, equipment, books and other materials for distribution to UCPB Savings Branches Nationwide.</p>	
3. Adequacy of delivery vans (owned or leased)	



<p><b>At least FIVE (5) units of delivery vans (owned or leased that can do simultaneous hauling and deliveries.</b></p>	
<p>4. Adequacy of capable and competent personnel to carry out the simultaneous pick-up/hauling, segregating, repacking/crating and delivery of office supplies/forms, furniture, equipment, books and other materials all throughout the Philippines including its remote areas and islands.</p> <p><b>FIVE (5) AND MORE, AS NEEDED, capable and competent personnel</b></p>	

I hereby commit to comply and deliver the above requirements.

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name and Designation (in print)

\_\_\_\_\_  
Date



A handwritten signature in black ink, appearing to read "John Doe".

