



PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF ONE (1) YEAR SKIP TRACING AND COLLECTION SERVICES FOR UCPB SAVINGS BANK INC. PAST DUE LOAN CLIENTS

Bid Reference No.: ITB-ARMD-001-27-02-2023

Government of the Republic of the Philippines

*Approved Budget for the Contract is Three Million One
Hundred Fifty Thousand Pesos Only (Php3,150,000.00)*

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.

- 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

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.

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.

Section I. Invitation to Bid

INVITATION TO BID FOR



Procurement of One (1) Year Skip Tracing and Collection Services for Past Due Loan Clients of UCPB Savings, Inc.

1. The **UCPB Savings, Inc.**, through the **Corporate Budget Year 2023** intends to apply the sum of **Three Million One Hundred Fifty Thousand Pesos Only (Php3,150,000.00)**, inclusive of all applicable taxes and other charges, including insurance coverage(if applicable), being the ABC to payments under the contract for **Procurement of One (1) Year Skip Tracing and Collection Services for Past Due Loan Clients of UCPB Savings, Inc.** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **UCPB Savings, Inc.**, now invites bids for the above Procurement Project. Delivery of the Goods is required by *within 30 days upon receipt of Notice Proceed (NTP)*. Bidders should have completed, within **3 years** 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.**, and inspect the Bidding Documents at the address given below during **8:30AM to 4:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 28, 2023(Tuesday) to March 7, 2023(Tuesday)** 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**.*

6. The **UCPB Savings, Inc.** will hold a Pre-Bid Conference¹ on **March 7, 2023 (Tuesday)** at **2:30PM** via **MS Teams**, which shall be open to prospective bidders. Interested bidders are requested to coordinate with the BAC Secretariat for the MS Teams link.
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 14, 2023**. 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 **IB** Clause 14.
9. Bid opening shall be on **March 14, 2023(Tuesday) at 2:30PM via MS Teams** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **UCPB Savings, Inc.**, 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 Floor, Overseas Filipino (OF) Bank Center Building
1000 Liwasang Bonifacio, Barangay 656-A,
Intramuros, 1000 Manila City, Metro Manila
E-mail: bacsecretariat@ucpbsavings.com
12. You may visit the following websites:
For downloading of Bidding Documents: www.ucpbsavings.com

[Date of Issue]



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **UCPB Savings, Inc. (UCPBS)** wishes to receive Bids for the **Procurement of One (1) Year Skip Tracing and Collection Services for Past Due Clients of UCPB Savings, Inc.** with identification number **ITB-ARMD-001-27-02-2023**.

The Procurement Project (referred to herein as "Project") covers **One(1) lot/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 **Corporate Budget Year 2023** in the amount of *Three Million One Hundred Fifty Thousand Pesos Only (Php3,150,000.00), 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

- 5.2. 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:

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.

The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- 5.3. 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 and either at its physical address as 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

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

- 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 Declaration² 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.

17. Opening and Preliminary Examination of Bids

- 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.

20. Post-Qualification

- 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.

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**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Procurement of One (1) Year Skip Tracing and Collection Services for Past Due Clients of UCPB Savings, Inc.</p> <p>b. The Bidder must have completed within 3 years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>UCPB Savings Head Office at OF Bank Center Building, 1000 Liwasang Bonifacio, Intramuros, Brgy. 656-A, 1000 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> <p>a. The amount of not less than Php63,000.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Php157,500.00 (5% of ABC) if bid security is in Surety Bond.</p>
19.3	<i>One Lot – Procurement of One (1) Year Skip Tracing and Collection Services for Past Due Clients of UCPB Savings, Inc.</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**.

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. **Performance Security**

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 *{[Include if Framework Agreement will be used:]* or Framework Agreement/ 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.

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>Delivery and Documents –</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 UCPBS Head Office. 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 UCPBS Head Office. 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>Dronnel A. Espina <i>BAC Secretariat</i> UCPB Savings, Inc. <i>2nd Floor, Overseas Filipino(OF) Bank Center Building,</i> <i>1000 Liwasang Bonifacio, Intramuros, Brgy. 656-A, 1000 Manila City</i> <i>Email Address: bacsecretariat@ucpbsavings.com</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including</p>

	<p>Packaging – N/A</p> <p>Transportation –</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>Intellectual Property Rights –</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> <ul style="list-style-type: none"> • Per successful transaction per account basis or No-Cure-No-Pay payment arrangement
4	Not applicable

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.

Type of Loan	Criteria for endorsement	Statement of Compliance
1. Auto Loan	a. Whereabouts of the unit and borrower is unknown; b. Account is more than 91dpd past due; c. IUL Accounts with no Court Decision d. Written-off accounts	
2. Real Estate Loan	a. Accounts more than 91 days past due	
3. PSPL, PSND, Salary Loan, TPL	a. Abandoned or Write - off accounts; b. More than 120dpd past due; c. IUL Accounts with no Court Decision	
4. Small Business Loan	a. Accounts more than 365dpd past due; b. Written-off accounts	
5. Commercial Loan	a. Written-off accounts	

Loan Type	Mode of Service	Standard Rate	Statement of Compliance
Auto Loan	Cash Collection	15% of the total amount or Php30,000.00 whichever is lower for FULL updating due to be collected shouldered by the client	
	Repossession	Php30,000.00 per unit	
Real Estate Loan	Cash Collection	5% of the total amount due for FULL updating to be collected shouldered by the client	
PSPL, PSND, Cash, TPL	Cash Collection	25% of the total amount due for FULL updating to be collected shouldered by the client	

Section VII. Technical Specifications

Technical Specifications

Procurement of One (1) Year Skip Tracing and Collection Services for Past Due Clients of UCPB Savings, Inc.

Item #	TECHNICAL SPECIFICATIONS	Statement of Compliance
	General Requirements	
1	The Outsourced Service – Procurement of One (1) Year Skip Tracing and Collection Services for Past Due Clients of UCPB Savings, Inc.	
2	Coverage – Twelve (12) months	
3	Scope of Works provide in Annex “A” below.	
4	<u>Location/s of Covered Components:</u> 1. All clients of UCPB Savings nationwide.	
5	Payment Arrangement: <ul style="list-style-type: none">• No-Cure-No-Pay Arrangement	

ANNEX “A”

TERMS OF REFERENCE FOR GOODS AND SERVICES

**Project Name: ONE-YEAR SKIP TRACING AND COLLECTION SERVICES
FOR PAST DUE LOAN CLIENTS OF UCPB SAVINGS, INC.**

Section 1: PURPOSE/ OBJECTIVE

UCPB SAVINGS (UCPBS/ Bank) is in need to contract services of a reputable and competent External Collection Agency (ECA) to conduct skip tracing and collection of UCPBS past due and delinquent loan clients. This is to strengthen collection efforts particularly in areas where UCPBS branches are not visible.

Section 2: MODE OF PROCUREMENT

UCPB SAVINGS (UCPBS/ Bank) shall undertake procurement through the modality of **competitive bidding**, as provided under Section 10 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, otherwise known as the “Government Procurement Reform Act”.

billing for the services rendered. The ECA shall include all applicable government taxes and other charges including insurance coverage in its bid.

Section 4: AREA OF COVERAGE

Nationwide

Section 5: SCOPE OF WORK

1. The ECA shall undertake to conduct on a contingent basis, that is, **NO-CURE-NO-PAY ARRANGEMENT**, for every past due or delinquent accounts endorsed by UCPBS.
2. The ECA shall conduct any of the services listed below to effect collection efforts and legal remedies on all endorsed accounts by UCPBS:
 - a. Conduct of skip tracing and asset search;
 - b. Cash Collection for all types of loan;
 - c. Repossession of vehicle for Auto Loan, the repossessed vehicle must be delivered to the respective warehouses in Luzon, Visayas and Mindanao.
 - d. Filing of Judicial and Extra Judicial Foreclosure of Chattel Mortgage;
 - e. Filing of replevin and Sum of Money Cases;
 - f. Coordination with Sherriff of Court in the implementation of the "Writ of Replevin"
3. Criteria for account endorsement:

Type of Loan	Criteria for endorsement
6. Auto Loan	e. Whereabouts of the unit and borrower is unknown; f. Account is more than 91dpd past due; g. IUL Accounts with no Court Decision h. Written-off accounts
7. Real Estate Loan	b. Accounts more than 91 days past due
8. PSPL, PSND, Salary Loan, TPL	d. Abandoned or Write - off accounts; e. More than 120dpd past due; f. IUL Accounts with no Court Decision
9. Small Business Loan	c. Accounts more than 365dpd past due; d. Written-off accounts
10. Commercial Loan	b. Written-off accounts

6. Remittance of Payments Collected-Payments in cash or checks collected by the ECA shall be remitted to UCPBS within two (2) working days from receipt thereof; Otherwise, late remittances will be charged with penalty at the rate of ten (10%) percent per month interest per month, without prejudice to the Bank's rights under the applicable laws.
7. It is understood that after an Account has been fully collected or settled, the ECA shall return to the Bank all records/ documents relative thereto not later than five (5) working days from receipt of full payment without need of demand.
8. Reportorial Requirements – The ECA shall submit the UCPBS a monthly status report on all accounts referred to it by the Bank, and such other reports as the Bank may reasonably request.

Section 6: METHODOLOGY AND PROCEDURE

1. The performance of skip tracing and collection services shall be under the supervision of the ECA and shall at all times free the Bank from exposure of possible damage suit.
2. The ECA shall endeavor to effect collection extrajudicially within a period of one hundred eighty (180) days regardless of location, counted from the date the account is endorsed to it by the Bank.

In case the ECA fails to effect collection through extrajudicial means within the said period, the account and all the records pertaining thereto shall be returned to the Bank within five (5) calendar days after the expiration of the said 180 days.

If in any case, a special payment arrangement has been entered into between the loan borrower and the ECA, the Bank may authorize retention of account until the expiration of the contract between the Bank and the ECA.

3. The ECA shall strategize and exhaust all extrajudicial remedies which are legal to effect payment arrangement and subsequent collection on the endorsed accounts.
4. When enforcing collection, the designated collector of the ECA shall present to the borrower the following:

5. The ECA shall submit to the Bank the prescribed progress and collection tracking reports on a monthly basis on or before the 10th calendar day of the month, on the endorsed delinquent accounts for monitoring purposes which should include:
 - a. Actions Taken
 - b. Status and updates
6. The ECA shall provide the Bank with specimen signatures of designated contact persons authorized to transact with the Bank.
7. The ECA and their staff or employees shall not at any time, disclose or communicate to any person or entity any information pertaining to the past-due loan. The obligation of the ECA for confidentiality of the account shall survive even after the termination of the contract or agreement, as duly provided for in the contract.

Section 7: STANDARD COLLECTION FEES / CHARGES

1. For and in consideration of the services of the ECA, the Bank shall pay the ECA the applicable standard collection fee as indicated in the table below:

Loan Type	Mode of Service	Standard Rate
Auto Loan	Cash Collection	15% of the total amount or Php30,000.00 whichever is lower for FULL updating of account (to be collected from the borrower)
	Repossession	Php30,000.00 per unit (to be paid by the Bank)
Real Estate Loan	Cash Collection	5% of the total amount due for FULL updating of account (to be collected from the borrower)
PSPL, PSND, Cash, TPL	Cash Collection	25% of the total amount due for FULL updating of account (to be collected from the borrower)

Section 8: TERM OF CONTRACT

1. The contract shall be for a period of one (1) year, which shall commence upon the issuance of the notice to proceed (NTP).

4. The contract may be pre-terminated by the Bank, for any reason, by giving at least thirty (30) calendar days' written notice prior to the intended date of termination.

Section 9: PAYMENT TERMS

1. The Bank shall pay the collection fee, gross of applicable taxes, of the amount collected within thirty (30) calendar days from receipt of the ECA's bill/ statement of account. The fee shall be held on a contingent basis, that is, NO-CURE NO-PAY ARRANGEMENT, of the past due or delinquent accounts which may be endorsed to it by the Bank.
2. All Collection Fees specified herein are hereby agreed to be inclusive of VAT and subject to withholding tax as required by the law.
3. The Collection Fees shall be based on the actual amount of collections multiplied by standard collection fee stated in Section 7 of this terms of reference (TOR).

Section 10: TERMS AND CONDITIONS

1. At the end of the selection process, the Bank shall enter into an Agreement with the selected ECA. The Bank reserves the rights to customize the contract to meet its requirements.
2. The Agreement shall be based on the ECA's response to UCPBS terms of reference (TOR), modifications arising out of negotiation/ clarification, etc. and shall also include the following provisions in addition to those required under Republic Act No.9184:
 - a. During the term of the Agreement, the Bank has the absolute right to pull-out/withdraw any account from the ECA provided that the ECA's accrued fees shall have correspondingly been paid/ settled.
 - b. Payments in cash or checks collected by the ECA shall be remitted to the Bank within two (2) working days from the receipt thereof. Otherwise, late remittances shall be charged a penalty at the rate of ten (10%) percent interest per month without prejudice to the Bank's rights under applicable laws.
 - c. The performance of collection and skip tracing service of past due accounts shall be under the supervision of the ECA and at all times free

**Section 11: RIGHT TO REJECT PRICE PROPOSAL/ QUOTATIONS AND ANNUL
THE PROCUREMENT PROCESS**

The UCPBS (Bank) reserves the right to reject any or all price proposals/ quotations and to annul the procurement process, at any time prior to contract award, without thereby incurring any liability to the affected lessor, and to accept only the offer that is most advantageous to the Government.

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***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.

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# ____ 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 of agent	Amount	Purpose of 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 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# ____ 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 to remedy defects therein. The Contract Price or such other sum as may become

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# ____ 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

[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

Bid Form# _____ Secretary's Certificate

I, _____, a duly elected and qualified Corporate Secretary of [Name of Bidder], a corporation duly organized and existing under and by virtue of the law of the PHILIPPINES, DO HERBY CERTIFY that:

I am familiar with the facts herein certified and duly authorized to certify the same:

At the meeting of the Board of Directors of the Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and rare in full force and effect on the date hereof

"RESOLVED, that (*Name of Bidder*), as it hereby is/are, authorized to participate in the bidding of (*Name of the Project*), and that if awarded the project shall enter into a contract with the UCPB Savings, Inc.; and in connection therewith hereby appoint (*Name of Representative/s*), acting as duly authorized and designated representatives of [Name of Bidder], is/are granted full power and authority to do effectively as the (*Designation of the Representative/s*) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

Name of Representatives	Designation	Specimen Signature
_____	_____	_____

RESOLVED FURTHER THAT, the [Name of Bidder] hereby authorizes its representative/s to:

1. Execute a waiver of jurisdiction whereby the [Name of Bidder] hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
2. Execute a waiver that the [Name of Bidder] shall not seek and obtain writ of injunctions or prohibition or restraining order against the UCPB Savings, Inc. (UCPBS) or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____, Philippines.

CORPORATE SECRETARY

SUBSCRIBED AND SWORN to before me this _____ at _____, Metro Manila, affiant exhibiting to me his respective [Government Issued ID] with expiry date on _____

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

Bid Form# ____ Statement of all Ongoing Contracts

**Statement of all Ongoing Government and Private Contracts Including Contracts
Awarded but not yet Started**

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Owners Name Address Telephone nos.	Nature of Work	Bidders Role		Date Awarded Date Started Date of Completion	% Accomplishment	
			Description	%		Planned	Actual
Government							
Private							
						Total Cost	

Note: This statement will be verified during the Post Qualification Stage through any of the following evidence not limited to:

Notice of Award and/or Contract/ Purchase Order

Official Receipt/ Sales Invoice

Notice to Proceed issued by the owner

Certificate of Accomplishment signed by the owner or authorized representative

Verification with the clients

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Bid Form# ____ Statement of Single Largest Completed Contract

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that (Company)_____ has following completed contracts for the period of CY 2019 – 2022

Date of the Contract	Contracting Party	Name of Contract	Amount of Contract	Date of Delivery/ End-User's Acceptance	Date of Official Receipt

Note: This statement will be verified during the Post Qualification Stage through any of the following evidence not limited to:
Notice of Award and/or Contract/ Purchase Order
Official Receipt/ Sales Invoice
Notice to Proceed issued by the owner
Certificate of Accomplishment signed by the owner or authorized representative
Verification with the clients

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date

Bid Form# _____ Net Financial Contracting Capacity Statement

NET FINANCIAL CONTRACTING CAPACITY (NFCC) STATEMENT

Summary of the bidder assets and liabilities on the basis of the income tax return and audited financial statement stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collection agent, for the immediately preceding year. The computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-total	
Multiplied by 15	
Sub-total	
Minus: Value of outstanding contracts	
NCFE	

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date

Bid Form# _____ 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.

Type of Loan	Criteria for endorsement	Statement of Compliance
11. Auto Loan	g. Whereabouts of the unit and borrower is unknown; h. Account is more than 120dpd past due; i. IUL Accounts with no Court Decision	
12. Real Estate Loan	c. Accounts more than 91 days past due	
13. PSPL, PSND, Salary Loan, TPL	g. Abandoned or Write - off accounts; h. More than 120dpd past due; i. IUL Accounts with no Court Decision	
14. Small Business Loan	e. Accounts more than 365dpd past due; f. Write – off Accounts	
15. Commercial Loan	c. Write – off Accounts	

Loan Type	Mode of Service	Standard Rate	Statement of Compliance
Auto Loan	Cash Collection	15% of the total amount or Php30,000.00 whichever is lower for FULL updating due to be collected shouldered by the client	
	Repossession	Php30,000.00 per unit	
Real Estate Loan	Cash Collection	5% of the total amount due for FULL updating to be collected shouldered by the client	
PSPL, PSND, Cash, TPL	Cash Collection	25% of the total amount due for FULL updating to be collected shouldered by the client	

I hereby commit to comply and deliver the above requirements.

Bid Form# _____ 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 (1) Year Skip Tracing and Collection Services for Past Due Clients of UCPB Savings, Inc.

Item #	TECHNICAL SPECIFICATIONS	Statement of Compliance
	General Requirements	
1	The Outsourced Service – Procurement of One (1) Year Skip Tracing and Collection Services for Past Due Clients of UCPB Savings, Inc.	
2	Coverage – Twelve (12) months	
3	Scope of Works provide in Annex "A" below.	
4	<u>Location/s of Covered Components:</u> 2. All clients of UCPB Savings nationwide.	
5	Payment Arrangement: <ul style="list-style-type: none">• No-Cure-No-Pay Arrangement	

ANNEX "A"

TERMS OF REFERENCE
FOR GOODS AND SERVICES

UCPBS past due and delinquent loan clients. This is to strengthen collection efforts particularly in areas where UCPBS branches are not visible.

Section 2: MODE OF PROCUREMENT

UCPB SAVINGS (UCPBS/ Bank) shall undertake procurement through the modality of **competitive bidding**, as provided under Section 10 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, otherwise known as the "Government Procurement Reform Act".

Section 3: APPROVED BUDGET FOR THE CONTRACT (ABC)

The approved budget for the contract is PESOS: **Three Million One Hundred Fifty Thousand Pesos Only (Php3,150,000.00)**.

The above ABC is merely an estimate for budget purpose and does not entitle the ECA to claim the entire amount. Payments to the ECA shall be based on the actual monthly billing for the services rendered. The ECA shall include all applicable government taxes and other charges including insurance coverage in its bid.

Section 4: AREA OF COVERAGE

UCPBS Head Office and branches nationwide including lending offices.

Section 5: SCOPE OF WORK

9. The ECA shall undertake to conduct on a contingent basis, that is, **NO-CURE-NO-PAY ARRANGEMENT**, for every past due or delinquent accounts endorsed by UCPBS.
10. The ECA shall conduct any of the services listed below to effect collection efforts and legal remedies on all endorsed accounts by UCPBS:
 - a. Repossession of vehicle for Auto Loan;
 - b. Cash Collection for all types of loan;
 - c. Filing of Judicial and Extra Judicial Foreclosure of Chattel Mortgage;
 - d. Conduct skip tracing and asset search;
 - e. Filing of replevin and Sum of Money Cases;
 - f. Coordination with Sherriff of Court in the implementation of the "Writ of Replevin"

18. PSPL, PSND, Salary Loan, TPL	j. Abandoned or Write - off accounts; k. More than 120dpd past due; l. IUL Accounts with no Court Decision
19. Small Business Loan	g. Accounts more than 365dpd past due; h. Write – off Accounts
20. Commercial Loan	d. Write – off Accounts

12. The ECA shall endeavor to effect collection extra judicially within the period of the contract.
13. If the loan borrower offers to settle his or her obligations through an assignment to that Bank of non-cash assets like real estate (land or building), chattels (machinery, equipment, motor vehicle, appliance, etc.) and marketable securities (commercial papers, bonds, government securities, stock certificates, etc.), the ECA should get the written consent of UCPBS before accepting the same.
14. Remittance of Payments Collected-Payments in cash or checks collected by the ECA shall be remitted to UCPBS within two (2) working days from receipt thereof; Otherwise, late remittances will be charged with penalty at the rate of ten (10%) percent per month interest per month, without prejudice to the Bank's rights under the applicable laws.
15. It is understood that after an Account has been fully collected or settled, the ECA shall return to the Bank all records/ documents relative thereto not later than five (5) working days from receipt of full payment without need of demand.
16. Reportorial Requirements – The ECA shall submit the UCPBS a monthly status report on all accounts referred to it by the Bank, and such other reports as the Bank may reasonably request.

Section 6: METHODOLOGY AND PROCEDURE

8. The performance of skip tracing and collection services shall be under the supervision of the ECA and shall at all times free the Bank from exposure of possible damage suit.
9. The ECA shall endeavor to effect collection extrajudicially within a period of one hundred eighty (180) days regardless of location, counted from the date the

If in any case, a special payment arrangement has been entered into between the loan borrower and the ECA, the Bank may authorize retention of account until the expiration of the contract between the Bank and the ECA.

10. The ECA shall strategize and exhaust all extrajudicial remedies which are legal to effect payment arrangement and subsequent collection on the endorsed accounts.
11. When enforcing collection, the designated collector of the ECA shall present to the borrower the following:
 - a. Identification card showing therein his/ her name and the name of the ECA.
 - b. Letter of Authority from the ECA which authorizes such person to collect the past due account from the borrower.
12. The ECA shall submit to the Bank the prescribed progress and collection tracking reports on a monthly basis on or before the 10th calendar day of the month, on the endorsed delinquent accounts for monitoring purposes which should include:
 - a. Actions Taken
 - b. Status and updates
13. The ECA shall provide the Bank with specimen signatures of designated contact persons authorized to transact with the Bank.
14. The ECA and their staff or employees shall not at any time, disclose or communicate to any person or entity any information pertaining to the past-due loan. The obligation of the ECA for confidentiality of the account shall survive even after the termination of the contract or agreement, as duly provided for in the contract.

Section 7: STANDARD COLLECTION FEES / CHARGES

2. For and in consideration of the services of the ECA, the Bank shall pay the ECA the applicable standard collection fee as indicated in the table below:

	Standard Rate
Mode of	

PSPL, PSND, Cash, TPL	Cash Collection	25% of the total amount due for FULL updating to be collected shouldered by the client
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Section 8: TERM OF CONTRACT

5. The contract shall be for a period of one (1) year, which shall commence upon the issuance of the notice to proceed (NTP).
6. The services of the ECA will be completed once the budget is fully utilized even prior to the expiration of the one-year engagement period.
7. The contract shall be automatically terminated/ expired once the amount of the actual payment of the ECA reaches the contract amount.
8. The contract may be pre-terminated by the Bank, for any reason, by giving at least thirty (30) calendar days' written notice prior to the intended date of termination.

Section 9: PAYMENT TERMS

4. The Bank shall pay the collection fee, gross of applicable taxes, of the amount collected within thirty (30) calendar days from receipt of the ECA's bill/ statement of account. The fee shall be held on a contingent basis, that is, NO-CURE NO-PAY ARRANGEMENT, of the past due or delinquent accounts which may be endorsed to it by the Bank.
5. All Collection Fees specified herein are hereby agreed to be inclusive of VAT and subject to withholding tax as required by the law.
6. The Collection Fees shall be based on the actual amount of collections multiplied by standard collection fee stated in Section 5 of this terms of reference (TOR).

Section 10: TERMS AND CONDITIONS

3. At the end of the selection process, the Bank shall enter into an Agreement with the selected ECA. The Bank reserves the rights to customize the contract to meet its requirements.

- b. Payments in cash or checks collected by the ECA shall be remitted to the Bank within two (2) working days from the receipt thereof. Otherwise, late remittances shall be charged a penalty at the rate of ten (10%) percent interest per month without prejudice to the Bank's rights under applicable laws.
- c. The performance of collection and skip tracing service of past due accounts shall be under the supervision of the ECA and at all times free the Bank from exposure to possible damage or suit.
- d. All information obtained by the ECA arising from the collection and skip tracing service agreement shall be considered confidential and shall not be given or made known by the ECA to any person or entity without prior written consent of the Bank.
- e. The Bank reserves the right to require, at all time of finalization, any other document/s to be endorsed as part of the final contract.
- f. The ECA shall not transfer at any stage of its duties, obligations and benefits committed to the Bank as per agreement to any third party, unless otherwise indicated and agreed upon previously.

Section 11: RIGHT TO REJECT PRICE PROPOSAL/ QUOTATIONS AND ANNUL THE PROCUREMENT PROCESS

The UCPBS (Bank) reserves the right to reject any or all price proposals/ quotations and to annul the procurement process, at any time prior to contract award, without thereby incurring any liability to the affected lessor, and to accept only the offer that is most advantageous to the Government.

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

