



Republic of the Philippines
Department of Health
METRO MANILA CENTER FOR HEALTH DEVELOPMENT

SUPPLEMENTAL/ BID BULLETIN NO. 1

IB 2024-046

Provision of Hauling Services

This Supplemental/Bid Bulletin No. 1 is being issued to revise provisions/specifications in the Bidding Documents for a forecited project:

Revision and clarification to provisions/specifications in the Bidding Documents:	
FROM	TO
Liquidated Damages One-tenth (1/10) of one percent (1%) of the total contract price	Liquidated Damages One-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every delay until such goods are finally delivered and accepted for the Procuring Entity

Bidders are advised to use the following attached forms and submit together with all required documents for the submission of bids on 25th day of March, 2024, 9:00 AM:

This Supplemental/Bid Bulletin No. 1 shall form an integral part of the Bidding Documents. All other provisions indicated in the bidding documents which are not affected by this Supplemental/Bid Bulletin No. 1 shall remain in effect.

For guidance and information of all concerned.

Issued this 15th day of March, 2024 in MMCHD

Approved by:

SGD.

JEREMIAS FRANCIS Y. CHAN, MD
Licensing Officer V / BAC Chairperson

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Metro Manila Center for Health Development

Technical Specifications

Item No.	Hauling Services	Qty./Unit	
Name of Manufacturer:		Country of Origin	
Brand:		Model: (if applicable)	
ABC: P 1,013,652.80			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
See Attached TOR			



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TERMS OF REFERENCE HAULING SERVICE

The Metro Manila Center for Health Development (MMCHD) needs to engage the services of a qualified and licensed courier service provider which would ensure a faster, efficient and timely delivery of all its official Goods and Services to the local destinations in the National Capital Region.

I. OBLIGATIONS OF THE SERVICE PROVIDER

The objective of this Terms of Reference is to ensure a secured handling and expedite delivery of the Metro Manila Center for Health Development's sensitive and valuable goods and services to the addressee/s. Towards this end, the SERVICE PROVIDER undertakes to deliver in an efficient and timely manner of Metro Manila Center for Health Development Official Goods and Services in the specified geographic areas of National Capital Region, render, undertake and perform the following terms and conditions:

- A. Delivery Schedule of Goods and Services from the MMCHD warehouses at 8:00 am to 5:00 pm.
The procuring entity, however, may require the SERVICE PROVIDER to render its service at any time as the need arises. The service provider, hence, should ensure that a service vehicle is available at all times.
- B. Delivery of Goods and Services to the addressee/s of the Metro Manila within the day, reckoned from the date to pick – up, to wit:
 1. Pick-up and delivery of commodities for the 17 local government units (LGUs), hospitals and other facility in National Capital Region.
 2. Deliver the following commodities with utmost care and diligence considering the nature of the goods to be delivered:
 - a. Drugs and medicine for the immunization program
 - b. Laboratory Supplies for the immunization program
 - c. Information, education, and communication materials; and
 - d. Medicines, equipment, and vaccines for different programs.
 3. The following service vehicles shall be made available to the Procuring Entity:
 - a. L-300 CAB
 - b. 6-Wheeler Closed Van Truck
 - c. 6W Forward Truck
 - d. 10W Wing Van
 - e. Refrigerated Van



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Each service vehicle shall have two (2) helpers and one (1) driver, both of which tested negative in COVID-19 antigen rapid test.

Each service vehicle shall also be equipped with a trolley and vaccine carrier (transport box) with thermometer reader.

ORIGIN	DESTINATION	RATE PER TRIP (in Philippine Currency)				
		L300 FB VAN	6W CLOSED VAN	6W FORWARD TRUCK	10W WING VAN	REFRIGERATED VAN
Caruncho Avenue, Pasig City	Caloocan, Malabon, Navotas, Valenzuela	6,048.00	7,048.00	9,048.00	13,416.00	10,048.00
Caruncho Avenue, Pasig City	Marikina, Taguig, Pateros	5,488.00	6,488.00	8,488.00	12,856.00	9,488.00
Caruncho, Avenue, Pasig City	Quezon City, San Juan, Mandaluyong	5,488.00	6,488.00	8,488.00	12,856.00	9,488.00
Caruncho Avenue, Pasig	Makati, Pasay, Manila	5,488.00	6,488.00	8,488.00	12,856.00	9,488.00
Caruncho Avenue, Pasig City	Muntinlupa, Parañaque, Las Piñas	5,488.00	6,488.00	8,488.00	12,856.00	9,488.00
Tala, Caloocan City	Malabon, Navotas, Valenzuela	5,936.00	6,936.00	8,936.00	13,304.00	9,936.00
Tala, Caloocan City	Caloocan	4,592.00	5,592.00	7,592.00	11,960.00	8,592.00
Tala, Caloocan City	Quezon City, San Juan, Mandaluyong	5,936.00	6,936.00	8,936.00	13,304.00	9,936.00
Tala, Caloocan City	Pasig, Taguig, Pateros	5,936.00	6,936.00	8,936.00	13,304.00	9,936.00
Tala, Caloocan City	Makati, Pasay, Manila	5,936.00	6,936.00	8,936.00	13,304.00	9,936.00
Tala, Caloocan City	Marikina	4,592.00	5,592.00	7,592.00	11,960.00	8,592.00



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Tala, Caloocan City	Muntinlupa, Parañaque, Las Piñas	5,936.00	6,936.00	8,936.00	13,304.00	9,936.00
Caruncho Avenue, Pasig	Different Metro Manila Hospital	5,488.00	6,488.00	8,488.00	12,856.00	9,488.00
Caloocan, Tala	Different Metro Manila Hospital	4,592.00	5,592.00	7,592.00	11,960.00	8,592.00
Sun Valley, Parañaque City	Tala, Caloocan City	4,592.00	5,592.00	7,592.00	11,960.00	8,592.00
Sun Valley, Parañaque City	Pasig, Caruncho Avenue	4,368.00	5,368.00	7,368.00	11,736.00	8,368.00
Non Pareil, Taguig City	Tala, Caloocan City	4,592.00	5,592.00	7,592.00	11,960.00	8,592.00
Non Pareil, Taguig City	Pasig, Caruncho Avenue	4,368.00	5,368.00	7,368.00	11,736.00	8,368.00
XDE, Taguig	Tala Warehouse, Caloocan City	4,592.00	5,592.00	7,592.00	11,960.00	8,592.00
XDE, Taguig	Pasig Warehouse, Pasig City	4,368.00	5,368.00	7,368.00	11,736.00	8,368.00
Sun Valley, Parañaque City	Tala Warehouse, Caloocan City	4,592.00	5,592.00	7,592.00	11,960.00	8,592.00
Sun Valley, Parañaque City	Pasig Warehouse, Pasig City	4,368.00	5,368.00	7,368.00	11,736.00	8,368.00
IGLOO Warehouse, Marikina	Pasig Warehouse, Caruncho Ave	4,592.00	5,592.00	7,592.00	11,960.00	8,592.00
IGLOO Warehouse, Marikina	Tala Warehouse, Caloocan	4,368.00	5,368.00	7,368.00	11,736.00	8,368.00
Pasig Warehouse, Caruncho Avenue	DOH-CO Warehouses	4,368.00	5,368.00	7,368.00	11,748.00	8,368.00
MMCHD, Mandaluyong	Different 17 LGUs in Metro Manila and	4,368.00	5,368.00	7,368.00	11,736.00	8,368.00



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IV. DURATION

A separate contract shall be entered into between parties, with duration period from **February 1 to June 31, 2024** which shall immediately take effect upon its execution. This Terms of Reference (TOR) shall form as an integral part of the contract that the parties shall enter into.

The MMCHD reserves the right to terminate the contract for any cause which may include failure of the SERVICE PROVIDER to perform in timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the tasks herein required in a manner acceptable to the MMCHD or violation by the SERVICE PROVIDER of any of the Terms and Conditions of the Contract, subject to sanctions and members provider for herein and under the pertinent laws, rules and regulations.

V. CONFIDENTIALITY

The SERVICE PROVIDER agrees that the services covered by the Contract are strictly confidential and that a breach of any of the Terms and Conditions thereof by the SERVICE PROVIDER may subject the MMCHD to financial, material and operational loss, and therefore, the SERVICE PROVIDER, hereby agrees as follows:

- a. The SERVICE PROVIDER and any of its personnel shall not, either during the terms of the Contract or at any time thereafter reveal, disclose or furnish in any manner, to any person, firm or corporation any information relating to the MMCHD which the SERVICE PROVIDER or other members or its staff/team, may have acquired or which came to his/her knowledge or possession during their work for the MMCHD.
- b. Only the persons expressly authorized by the MMCHD shall be allowed by the SERVICE PROVIDER to have access to the documents / records in the custody of the SERVICE PROVIDER. The authorization shall be in writing, for this purpose, the MMCHD shall inform the SERVICE PROVIDER in writing of the person/s authorized to have access to the documents / records.
- c. The SERVICE PROVIDER shall prevent any authorized person from gaining access to the documents/records.
- d. The SERVICE PROVIDER agrees to assume sole responsibility and hereby undertakes to indemnify the MMCHD, for any damages, which the MMCHD may sustain by reasons of breach of the above conditions.



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	Hospitals (DHT 1 and DHT 11)					
MMCHD, Mandaluyong	Different 17 LGUs in Metro Manila and Hospitals (DHT III and DHT IV)	4,368.00	5,368.00	7,368.00	11,736.00	8,368.00
TOTAL		125,888.00	150,888.00	200,888.00	310,100.80	225,888.00
GRAND TOTAL		1,013,652.80				

- C. In an instance where the addressee/s cannot be located, or delivery is not affected at the first attempt for the reason not due to the fault of the SERVICE PROVIDER, the latter shall pursue the delivery until three (3) attempts have been made.
- D. Release of courier containing the MMCHD Goods and Services, shall be made only the addressee/s or authorized representative and only upon presentation to and verification by the SERVICE PROVIDER of the authenticity of the identification card/s presented by the addressee or authorized representative.
- E. Return to the PROCURING ENTITY all undelivered goods within two (2) calendar days from the date of dispatch.
- F. Maintain the roadworthiness of delivery vehicles used and repair the same at the SERVICE PROVIDER'S expense.
- G. Submit to the MMCHD Supply Section within 30 calendar days, reckoned from the MMCHD Supply Section dispatch the following:
1. Delivery Status Report (sent thru e-mail), signed Property Transfer Report and Bill of Lading duly acknowledged by the addressee/s or his/her authorized representatives with signature over his/her printed name as proof that the addressee has received the item/s;
 2. Other Reports and relevant documents as maybe required by the MMCHD;
 3. Billing/Statement of Account per delivery.

II. ALLOCATED BUDGET

The fund for this engagement shall source form the CONAP SAA No. 23-10-005525 with the Approved Budget for the Contract (ABC) is **One Million Thirteen Thousand Six Hundred Fifty-Two Pesos and 80/100 Only (Php 1,013,652.80)**.

III. BILLING

The MMCHD shall effect payment in bank to bank within thirty (30) working days from the receipt of the billing statement from the SERVICE PROVIDER. All payments made by the MMCHD shall be subject to applicable taxes and usual accounting and auditing rules currently in force.



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The MMCHD reserves the right to terminate the contract for any cause which may include failure of the SERVICE PROVIDER to perform in timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the tasks herein required in a manner acceptable to the MMCHD or violation by the SERVICE PROVIDER of any of the Terms and Conditions of the Contract, subject to sanctions and members provider for herein and under the pertinent laws, rules and regulations.

V. CONFIDENTIALITY

The SERVICE PROVIDER agrees that the services covered by the Contract are strictly confidential and that a breach of any of the Terms and Conditions thereof by the SERVICE PROVIDER may subject the MMCHD to financial, material and operational loss, and therefore, the SERVICE PROVIDER, hereby agrees as follows:

- a. The SERVICE PROVIDER and any of its personnel shall not, either during the terms of the Contract or at any time thereafter reveal, disclose or furnish in any manner, to any person, firm or corporation any information relating to the MMCHD which the SERVICE PROVIDER or other members or its staff/team, may have acquired or which came to his/her knowledge or possession during their work for the MMCHD.
- b. Only the persons expressly authorized by the MMCHD shall be allowed by the SERVICE PROVIDER to have access to the documents / records in the custody of the SERVICE PROVIDER. The authorization shall be in writing, for this purpose, the MMCHD shall inform the SERVICE PROVIDER in writing of the person/s authorized to have access to the documents / records.
- c. The SERVICE PROVIDER shall prevent any authorized person from gaining access to the documents/records.
- d. The SERVICE PROVIDER agrees to assume sole responsibility and hereby undertakes to indemnify the MMCHD, for any damages, which the MMCHD may sustain by reasons of breach of the above conditions.



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VI. REPRESENTATIONS AND WARRANTIES

The SERVICE PROVIDER represents and warrants to the MMCHD that:

- a. It is Domestic Corporation duly registered and existing under and by virtue of the laws of the Republic of the Philippines.
- b. It has full legal power, authority to carry on its present business. It further warrants that its representative _____ has full legal power to sign, execute and deliver the contract and that it will comply, perform and observe the Terms and Conditions thereof.
- c. All corporate and other actions necessary to validate or authorize the execution and delivery of the Contract have been taken
- d. The Contract when executed and delivered will be legal, valid and enforceable in accordance with its terms.
- e. It has proven track record of at least three (3) years in the handling of “Door to Door and immediately” of Goods and Services

VII. PERFORMANCE SECURITY

- a. To guarantee the faithful performance of the obligations and services required under this Contract, the SERVICE PROVIDER shall, upon execution of this Contract, post in favor of the MMCHD a Performance Security in the form of Surety Bond in the amount equivalent to 5% or 30% of P 800,000.00.

Form of Performance Security	Amount of Performance Security (not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	
(c) Surety bond callable upon demand issued by a surety or insurance company	Thirty percent (30%)



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duly certified by the Insurance Commission as authorized to issued such security	
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- b. In the event that the Performance Security offered by the SERVICE PROVIDER would deem inadequate or otherwise rendered unacceptable, the MMCHD shall have the right to require the SERVICE PROVIDER to performance. In the form and amount determined by the MMCHD, and allowed under existing laws and regulations
- c. The Performance Security shall be released seven (7) working days from MMCHD issuance of the certification of the SERVICE PROVIDER's faithful and complete performance of its obligations under this Contract.
- d. The Performance Security shall be forfeited in favor of the MMCHD in the event that the SERVICE PROVIDER is in default or breach of its obligations under this Contract. Any changes made in this Contract shall in on way annul, release of affect the liability of the SERVICE PROVIDER and the surety.
- e. Failure of the SERVICE PROVIDER to comply with any of the terms and conditions of this Contract shall result in the forfeited of the Performance Security, in addition to other remedies that the MMCHD may exercise under this Contract, pertinent laws, rules and regulations.

VIII. LIQUIDATED DAMAGES

- a. In the event that the SERVICE PROVIDER violates any of the terms and conditions of the contract or neglects to perform in a timely manner, any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required ion an acceptable manner, for any reason whatsoever, the SERVICE PROVIDER shall be liable for the damages for such failure and shall pay the MMCHD liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the total contract price of very day of delay or breach, in addition to other remedies that MMCHD may exercise under the Contract, pertinent laws, rules and regulations until services are finally delivered and accepted by MMCHD of any such delay or inability by the SERVICE PROVIDER to deliver its obligations exceed to the percent (10%) of the Contract price, the MMCHD may terminate the Contract upon giving the SERVICE PROVIDER written notice at least five (5) calendar days prior to the intended date or termination and impose other appropriate sanctions over and above the liquidated damages.
- b. The MMCHD need not prove that it has incurred damages to be entitled to liquidated damages. Furthermore, the MMCHD reserves the right to deduct any and all of the liquidated damages, including all other liabilities, from any money due or payments and/or from the Performance Security by the SERVICE PROVIDER, as the MMCHD may deem convenient and expeditious under prevailing circumstances.



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XI. INDEMNITY

The SERVICE PROVIDER shall indemnify the MMCHD against any loss, injury or damage either to person or property which the MMCHD may suffer by reason of the willful, unlawful or negligent act or omission of the SERVICE PROVIDER or any its personnel or representative. The indemnity required herein shall be in addition to the forfeited of the Performance Security.

XII. RELATIONS OF THE PARTIES

The SERVICE PROVIDER shall have no authority, express or implied to assume or create any obligation or responsibility on behalf of or in the time of MMCHD in any manner whatsoever. The SERVICE PROVIDER's personnel representatives or staff shall not be construed as employees of the MMCHD. The SERVICE PROVIDER is being engaged herein as in independent contractor. Nothing herein shall be construed as creating an employer/employee relationship between the SERVICE PROVIDER/s employees, representative or staffs and the MMCHD.

XIII. NON- WAIVER OF RIGHTS

The failure of the MMCHD to insist upon the strict performance of any of the terms and conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that the MMCHD may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which in turn, shall continue to be in full force and effect. No waiver by the MMCHD of any of its right under the Contract shall be deemed to have been made unless expressed in writing and signed by the HEAD OF THE PROCURING ENTITY of the MMCHD.

Prepared by:


REGINE MAE L. DIOPENES
Administrative Officer V

Approved by:


RODEL M. ALEGRE, MPA, MPM
Chief Administrative Officer, MSSD