



**SUPPLEMENTAL/BID BULLETIN NO. 3**  
**For LBP-HOBAC-ITB-CS-20191125-05**

**PROJECT** : **Consultancy Services for SAP – Human Resource Information System (HRIS) Change Requests Project**

**IMPLEMENTOR** : **Procurement Department**

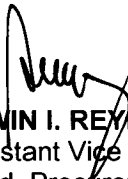
**DATE** : **January 9, 2020**

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

Modifications, amendments and/or clarifications:

- 1) Section 7. Outsourcing Process, Item E. Contract and Service Level Management of Administrative Order No. 013, Series of 2018, Guidelines on Outsourcing has been added. Please see attached Annexes F-1 and F-2 for your reference.
- 2) LANDBANK's responses to bidders' clarifications are provided per attached Annex G.
- 3) The deadline of submission and the schedule of opening of eligibility/technical and financial documents/proposals for the above project is re-scheduled to **January 17, 2020, 10:00 A.M.** at the Procurement Department, 25th Floor, LANDBANK Plaza Building, 1598 M. H. Del Pilar corner Dr. Quintos Streets, Malate, Manila.

  
**ALWIN I. REYES, CSSP**  
Assistant Vice President  
Head, Procurement Department and  
HOBAC Secretariat

## ANNEX F

### Section 7. Outsourcing Process, item e. Contract and Service Level Management of Administrative Order No. 013 Series of 2018 Guidelines on Outsourcing

- 1) The outsourcing contract shall be clearly written and sufficiently detailed to provide assurance for performance, reliability, security, confidentiality, and reporting. The following shall form part of the contract, among others:
  - a) Segregation of bank data from that of the Third Party Service Provider (TPSP) and its other clients
  - b) Contingency arrangements in respect to daily operational or systems' problems must be documented in the TPSP's own contingency plan
  - c) An action plan for the identification and resolution of issues and incidents relating to the TPSP's performance
  - d) The confidentiality agreement must extend beyond the tenure of the contract
  - e) Implementation by the TPSP of reasonable and appropriate organizational, physical and technical measure intended for the protection of the Bank's information security and data privacy of personal information against any accidental or unlawful destruction, alteration and disclosure, as well as against any other requirements of the Data Privacy Act of 2012 and other applicable laws. This obligation shall continue even upon termination of the service contract.
  - f) That the TPSP shall indemnify the Bank damages caused by instances of breaches of data privacy
  - g) Service shall not be subcontracted by the TPSP unless expressly approved by the Bank's BOD and/or BSP, as deemed necessary
  - h) Strategy and procedures for orderly pre-termination/ termination of services and the proper turn over thereof
  - i) Must allow for renegotiation and renewal to enable the Bank to retain an appropriate level of control over the outsourcing and the right to intervene with appropriate measures to meet its legal and regulatory obligations
  - j) Access of Bangko Sentral to the operations of the service provider in order to review the same in relation to the outsourced activities/services
  - k) Access of internal and external auditors to information and operations of the service regarding the outsourced functions which they need to fulfil their respective responsibilities
  - l) Provision which requires the service provider to immediately take the necessary corrective measures to satisfy the findings and recommendations of Bangko Sentral examiners and those of the internal and/or external auditors of the Bank and/or the service provider
  - m) Guarantee that the TPSP will provide necessary levels of transition assistance if the Bank decides to convert to other third party service providers or other arrangements

- n) Remedies for the bank in the event of change of ownership, assignment, attachment of assets, insolvency, or receivership of the TPSP
- o) Provision on the intellectual property ownership particularly on LBP-related information generated as a result of the performance of the outsourcing arrangement
- p) Additional Requirement for IT outsourcing:
  - i. Provisions regarding on-line communication availability, transmission line security, and transaction authentication;
  - ii. Responsibilities regarding hardware, software and infrastructure upgrades;
  - iii. Mandatory notification by the TPSP of all systems changes that will affect the Bank;
  - iv. Details of all security procedures and standards;
  - v. Accountability of TPSP in the implementation of security procedures and standards;
  - vi. Adequate insurance for fidelity and fire liability; and
  - vii. Ownership/maintenance of the computer hardware, software (program source code), user and system documentation, master and transaction data files.

<b>Additional Bid Details</b>	
Are there any expected start dates of the project or is this flexible?	Commencement date will be from the receipt of Notice to Proceed (NTP) by the winning bidder from the Procurement Department as indicated in the Bidding Documents.
We are incorporating foreign consultants as part of the project team, will their CVs be required to be notarized? If so, will it be by their home country or the Philippines to notarize their CVs?	Yes, their CVs are required to be notarized. Either the home country or Philippines may notarize their CVs. As stated in the bidding document: Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.
<b>Clarification on Technical Project Component Requirements</b>	
Is there a requirement on the length of warranty period (i.e., 2 weeks? 1 month)	The warranty period is within ninety (90) days as indicated in bullet no. 4 of the Other Requirements of the Terms of Reference (TOR)
#16 Certification and Brief Description of the Business Continuity Plan (BCP) of the bidder with reference to the proposed solution <i>– Is this applicable given that the project is required to be done onsite in Landbank premises and the solution infrastructure is 100% hosted on Landbank data center?</i>	Yes, it is applicable.
#18 Draft Contract containing the terms and conditions specified in Annex F, General Guidelines Section 7, Outsourcing Process, item e, Contract and Service Level Management of Administrative Order No. 013 Series of 2018 Guidelines on Outsourcing <i>May we request where we can reference this? Does this refer to the Contract Agreement Form on page 42 of part 2?</i>	The draft contract is included and part of the Bidding Documents.
#19 License Agreement – <i>Is this applicable given that this is a professional services engagement and no software or any other licensing agreement will be involved?</i>	Refer to 35.2 Bidding Documents
10. Duly filled-out Firm Credentials Information Sheet (Annex B) – <i>Kindly confirm where we can reference the form for these or if is this up to the bidder.</i>	The Duly filled-out Firm Credentials Information Sheet (Annex B) is an attachment to the TOR and part of the Bidding Documents.
11. Duly filled-out Customer Satisfaction Survey Forms (Annex C) – <i>Kindly confirm where we can reference the form for these or if is this up to the bidder.</i>	The Duly filled-out Customer Satisfaction Survey Forms (Annex C) is an attachment to the TOR and part of the Bidding Documents.
12. Duly filled-out Project Team Information Sheet (Annex D) – <i>Is this the same as TPF 6? Kindly confirm where we can reference the form for these or if is this up to the bidder.</i>	No. The Duly filled-out Project Team Information Sheet (Annex D) and TPF 6, Format of Curriculum Vitae (CV) for Proposed Professional Staff form are separate forms and both are part of the Bidding Documents.