



LANDBANK
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SUPPLEMENTAL/BID BULLETIN NO. 5
For LBP-HOBAC-ITB-CS-20230213-01

PROJECT : **LANDBANK Enterprise Procurement Management System
With Five (5) Years Maintenance Services and Cloud Hosting**

IMPLEMENTOR : **HOBAC Secretariat Unit**

DATE : **June 2, 2023**

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

Modifications, amendments and/or clarifications:

- 1) The bidder/s are encouraged to use the Bid Securing Declaration as Bid Security.
- 2) The Bid Data Sheet [ITB Clause 10.1(c)], Terms of Reference (Section VI), Comments and Suggestions of Consultant on the Revised Terms of Reference and on Data, Services and Facilities to be Provided by the Procuring Entity (TPF 3), Activity (Work) Schedule (TPF 8), Financial Proposal Submission Form (FPF 1), Summary of Costs (FPF 2) and Checklist of Bidding Documents (Item Nos. 4 and 9 of the Technical Proposal) have been revised. Please see attached revised specific sections of the Bidding Documents.
- 3) Responses to bidder's queries/clarifications (Annexes O-1 to O-7)


ATTY. HONORIO T. DIAZ, JR.
Head, HOBAC Secretariat Unit

RESPONSES TO JV OF RHDATA AND DCSI QUERIES AND/OR SUGGESTIONS

DATE	May 30, 2023	
PROJECT IDENTIFICATION NO.	LBP-HOBAC-ITB-CS-20230213-01	
PROJECT NAME	LANDBANK Enterprise Procurement Management System with Five (5) Years Maintenance Services and Cloud Hosting	
PROponent UNIT/TECHNICAL WORKING GROUP	Enterprise Procurement Management System (EPMS) Technical Working Group (TWG)	

No.	TOR STATEMENT	JV of RHDATA and DCSI Comments & Suggestion	LANDBANK's Response
1	Software subscription shall start upon implementation of the baseline solution in the pilot units. Cloud Hosting for five (5) years shall start upon implementation of the baseline solution in the pilot units	Kindly clarify if the 5-year software subscription and cloud hosting may start anytime during the 18-month implementation upon Go-Live of the base solution. Example: What if Go-live of base solution starts on the 7th month (after NTP), will the yearly subscription and cloud hosting already commence on month 7?	Base solution pertains to usable module/s (Functional and Non-Functional Requirements), as agreed during requirements validation stage. The Software subscription (Year 1) shall start upon Go Live of the base solution in the pilot units computed pro-rata based on the number of requirements implemented relative to the agreed usable module/s (Functional and Non-Functional) Requirements. On the other hand, Cloud Hosting (Year 1) shall start upon Go Live of the base solution in the pilot units.
2	The Training Requirements of the Project include: <ul style="list-style-type: none"> • "Train the Trainers" Training; • Technical Training; • Knowledge Transfer and Handover Workshops; and • Other system- 	1. Is this online training or will it be face to face? If the latter, is the ABC inclusive of the training expenses (i.e., transportation, hotel accommodation, printing, and reproduction of training materials, venue and food) or will these training expenses be shouldered by LBP separately? How many batches of trainings are we looking at? 2. Can we provide online trainings and instructional videos (which can be replayed several times) in lieu of face to face trainings?	1. Face to Face training is required. However, depending on circumstances, online training may be conducted. ABC is inclusive of all expenses that will be incurred by the bidder relative to the conduct of the said trainings. However, all other expenses (e.g., venue and food for the participants) shall be shouldered by LANDBANK. Four (4) batches of trainings shall be conducted for trainers and technical personnel after UAT Sign-off and before Go-Live, as follows:

		<table border="1"> <thead> <tr> <th></th> <th>Trainers</th> <th>Technical Personnel</th> </tr> </thead> <tbody> <tr> <td>a. Base solution</td> <td>One (1) training</td> <td>One (1) training</td> </tr> <tr> <td>b. Customization</td> <td>One (1) training</td> <td>One (1) training</td> </tr> </tbody> </table> <p>2. No. Instructional videos should not be provided in lieu of the face to face or online training. However, the vendor/consultant may use instructional videos as training materials.</p> <p>Yes. Surety Bond is an acceptable form.</p> <p>TWG will revise the TOR.</p>		Trainers	Technical Personnel	a. Base solution	One (1) training	One (1) training	b. Customization	One (1) training	One (1) training
	Trainers	Technical Personnel									
a. Base solution	One (1) training	One (1) training									
b. Customization	One (1) training	One (1) training									
3	Form of Performance Security	<p>Is Surety Bond an acceptable form of Performance Security? We noticed that it was not mentioned in page 114 of the TOR but was mentioned in Clause 32.2 of the Instruction to Bidders.</p> <p>TWG will revise the TOR.</p>									
4	<p>Source Code</p> <p>1. Proprietary systems conceptualized and designed by LANDBANK shall not be sold to competitors.</p> <p>2. The source code of the version in production of a mainframe-based system shall be submitted to the Bank.</p>	<p>Subscription-based type of license are considered as Software-as-a-Service (SaaS). Unlike a perpetual license agreement which involves one-time payment and full ownership of the software, SaaS license expires with the termination of the subscription. Considering that this is SaaS, will this requirement still apply?</p> <p>Since EPMS is not considered proprietary/ mainframe-based system, the requirement for source code is not applicable.</p> <p>TWG will revise the TOR to remove this section.</p>									
5	<p>The solution provider is also required to submit Nel Financial Contracting Capacity (NFCC) to establish its liquidity, capacity to absorb the obligations in connection with the existing contract/project, and to finance its implementation or completion.</p>	<p>Per 2016 revised IRR of RA 9184, NFCC is not required for IT Consulting Services. Is this an additional requirement?</p> <p>Yes, the NFCC computation is a documentary requirement during contract implementation and not during bidding process. It is a supporting document to the Vendor Performance Assessment Report to determine the financial capability of the vendor.</p> <p>The NFCC computation shall be submitted by the winning consultant every contract anniversary.</p>									

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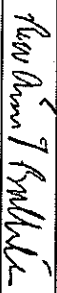
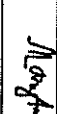
<p>6</p> <p>The following baseline security controls shall be applied: Encryption Requirements: 1. AES (128 bits and higher) 2. TDES (minimum double length keys) 3. RSA (1024 bits or higher) 4. ECC (160 bits or higher) 5. ElGamal (1024 bits or higher).</p>	<p>AWS Services have equivalent encryption from those listed in the TOR. For instance, AWS KMS encrypts data at rest (can either be symmetric or asymmetric encryption) using the following: EC2/FARGATE • Storage • AES-256-GCM • Keypairs • 2048-bit SSH-2 RSA RDS • Storage • AES-256-GCM S3 • SF-S3 / AES-256 CLOUDFRONT • TLS 1.2 or higher • RSA 2048 / ECDSA P 256 / ECDSA P 384 Hence, will you allow us to choose any of the alternative baseline security control that is equivalent to those enumerated in the TOR?</p>	<p>As stated in the TOR, any of the enumerated encryption requirements or latest available and applicable Security Protocols/Requirements shall be implemented. Example: <table border="1" data-bbox="1077 1276 1189 2016"> <thead> <tr> <th>Encryption Resource</th> <th>Encryption Requirement</th> </tr> </thead> <tbody> <tr> <td>Symmetric Encryption</td> <td>AES-256-GCM</td> </tr> <tr> <td>Asymmetric Encryption</td> <td>RSA-2048</td> </tr> </tbody> </table> Verification on the use of the latest and applicable Security Protocols/Requirements will be conducted during post qualification.</p>	Encryption Resource	Encryption Requirement	Symmetric Encryption	AES-256-GCM	Asymmetric Encryption	RSA-2048
Encryption Resource	Encryption Requirement							
Symmetric Encryption	AES-256-GCM							
Asymmetric Encryption	RSA-2048							
<p>7</p> <p>Percentage Compliance (e.g. 100% - for full compliance, n%- for partial compliance) Evaluation Criteria – Technical Requirements A bidder must fully comply with and deliver at least 60% of the total Functional Recommended requirements and at least 80% of the total Non-Functional Recommended requirements; that is, if the total number of Recommended requirements is N, then bidder must state "Bidder's Name understands and</p>	<p>Kindly clarify the meaning of the provisions indicated in 5.A and 9.B of the TOR. 1. Can the 100% Fully compliant, base product functionality; no customization required be interpreted as SD in the previous requirements log given during pre-procurement? 2. How will the % compliance and % customization (for both Mandatory and Recommended Functional and Non-Functional requirements) be computed taking into consideration the example in 9.B? Please confirm the following:</p>	<p>1. Yes. It can be interpreted as Standard Requirement (SD); 100% fully compliant with the requirements with no customizations needed. 2. <i>Annex A (Sample Computation)</i> illustrates the computation of the Percentage Compliance for Functional and Non-Functional Requirements as enumerated in the RCF.</p>						

	<p>will comply" under the Remarks column of the RCF for at least 60% of the N Functional Recommended requirements and at least 80% of the N Nonfunctional Recommended requirements</p>	<p>• % Compliance is measured by the number of requirements/user stories with the statement "Bidder's Name understands and will comply" under the Remarks column of the RCF.</p> <p>• % Customization is measured by the number of requirements/user stories that are Partially Compliant (less than 100%) under the Percentage Compliance column of the RCF.</p>
<p>8</p> <p>Payment Mobilization Milestones fee upon contracting signing and submission of Project Work Plan</p>	<p>15%</p> <p>Inception Report is defined as "a document that contain a work plan which indicates the phases of the evaluation, the timing, key deliverables, and milestones." Will submission of Inception Report satisfy the Project Work Plan submission?</p> <p>Provide list of reports expected to be submitted and at what stages</p>	<p>No. Submission of the Project Work Plan (PWP) is the only report that is required to be submitted by the Vendor/Consultant.</p> <p>TPF8 of the bidding document will be revised to remove Inception Report and replace it with PWP</p> <p>The PWP contains a list of project activities and shows the duration of each project activity (start and end date). The template for the PWP will be provided during contract implementation.</p>
<p>9</p> <p>*On basis of answering the RCF and coming up with bid amount*</p>	<p>In answering the RCF and coming up with the bid amount, can we assume that:</p> <p>a. Hand-off files, details for email notifications, and data to be migrated in EPMS are pre-formatted and shall be provided by the LANDBANK?</p> <p>b. LANDBANK's own virtual private network (VPN), and computer equipment such as laptops and desktop workstations to be used for testing, training, pilot and rollout have been set up by LANDBANK and provided to its employees?</p> <p>c. Names of employees and office/branch units that will participate in pilot testing are pre-determined by the LANDBANK?</p> <p>d. To minimize cost of cloud storage, data retention and archiving policy will be</p>	<p>a. Yes, it will be provided by LANDBANK</p> <p>b. Yes, it will be provided by LANDBANK</p> <p>c. Yes, it will be provided by LANDBANK</p> <p>d. Yes, data retention will be determined and agreed upon by both parties based on the Bank's data retention policy</p>


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	<p>determined and agreed upon by both parties (LANDBANK and the Consultant)? Example: All data in cloud will be moved to LANDBANK's data center every end of the year.</p>													
10	<p>Define and indicate who will fill up and when will this be accomplished (Acceptance Criteria and Sprint/Release)</p>	<p>The additional columns in the Business Requirements Log (BR Log) are defined and shall be accomplished by the following:</p> <table border="1" data-bbox="655 1261 1118 2020"> <thead> <tr> <th data-bbox="1046 1261 1118 1518"></th> <th data-bbox="1046 1518 1118 1742">Acceptance Criteria</th> <th data-bbox="1046 1742 1118 2020">Sprint/Release</th> </tr> </thead> <tbody> <tr> <td data-bbox="938 1261 1046 1518">Definition</td> <td data-bbox="938 1518 1046 1742">End-result of the user story</td> <td data-bbox="938 1742 1046 2020">Number/grouping of requirements to be delivered</td> </tr> <tr> <td data-bbox="799 1261 938 1518">Person Responsible to update the column</td> <td data-bbox="799 1518 938 1742">Project Team</td> <td data-bbox="799 1742 938 2020">Vendor/Consultant</td> </tr> <tr> <td data-bbox="655 1261 799 1518">Schedule of submission</td> <td data-bbox="655 1518 799 1742">Prior to User Acceptance Testing</td> <td data-bbox="655 1742 799 2020">During requirements verification by the winning bidder</td> </tr> </tbody> </table>		Acceptance Criteria	Sprint/Release	Definition	End-result of the user story	Number/grouping of requirements to be delivered	Person Responsible to update the column	Project Team	Vendor/Consultant	Schedule of submission	Prior to User Acceptance Testing	During requirements verification by the winning bidder
	Acceptance Criteria	Sprint/Release												
Definition	End-result of the user story	Number/grouping of requirements to be delivered												
Person Responsible to update the column	Project Team	Vendor/Consultant												
Schedule of submission	Prior to User Acceptance Testing	During requirements verification by the winning bidder												
11	Request for 1-2 weeks extension	The TWG approved a one (1) week extension only.												

Prepared and reviewed by:

NAME	SIGNATURE
Ronaldo E. Buenaventura, ITPMD	
Kristi Ann P. Rutab, ProCD	
Ria Ann T. Ballesteros, ESD	
Atty. Chrisa Sheila I. Pimental, LSG	
Mary Ann T. Amper, ITPMD	
Karen Jill E. San Miguel, ITPMD	On Leave

Digitally signed by
Chrisa Sheila I. Pimental
Date: 2023.05.31
09:53:50 -0800



MANDATORY- FUNCTIONAL				
SAMPLE 1- 100% compliance with up to 50% customizations				
SCORE=25%				
No. of Requirements	% of Compliance	Customization Estimates (Expressed in Man-days)	Remarks	
TOTAL Mandatory-Functional	20			
	100%	N/A	"Bidder's Name understands and will comply"	
	1-99%	Example: 2-5 days	"Bidder's Name understands and will comply"	

MANDATORY- FUNCTIONAL				
SAMPLE 2- 100% compliance with less than 50% customizations				
SCORE=30%				
No. of Requirements	% of Compliance	Customization Estimates (Expressed in Man-days)	Remarks	
TOTAL Mandatory-Functional	20			
	100%	N/A	"Bidder's Name understands and will comply"	
	1-99%	Example: 2-5 days	"Bidder's Name understands and will comply"	

MANDATORY- NON FUNCTIONAL				
SAMPLE 1- 100% compliance with up to 20% customizations				
SCORE=10%				
Mandatory Requirements	No. of Requirements	% of Compliance	Customization Estimates (Expressed in Man-days)	Remarks
TOTAL Non Functional	20			
	16	100%	N/A	"Bidder's Name understands and will comply"
	4	1-99%	Example: 2-5 days	"Bidder's Name understands and will comply"

MANDATORY- NON FUNCTIONAL				
SAMPLE 2- 100% compliance less than 20% customization				
SCORE=30%				
Mandatory Requirements	No. of Requirements	% of Compliance	Customization Estimates (Expressed in Man-days)	Remarks
TOTAL Non Functional	20			
	17	100%	N/A	"Bidder's Name understands and will comply"
	3	1-99%	Example: 2-5 days	"Bidder's Name understands and will comply"

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RECOMMENDED- FUNCTIONAL SAMPLE 1: More than 60% compliance				
SCORE=10%				
Recommended	No. of Requirements	% of Compliance	Customization Estimates (Expressed in Man-days)	Remarks
TOTAL FUNCTIONAL	20	0-100%	0-5 days	"Bidder's Name understands and will comply"
	4	0%	N/A	

Note: Vendor may deliver 60% only of the total functional requirements

RECOMMENDED- FUNCTIONAL SAMPLE 2: At least 60% compliance				
SCORE=5%				
Recommended	No. of Requirements	% of Compliance	Customization Estimates (Expressed in Man-days)	Remarks
TOTAL FUNCTIONAL	20	0-100%	0-5 days	"Bidder's Name understands and will comply"
	8	0%	N/A	

RECOMMENDED- NON- FUNCTIONAL SAMPLE 1- More than 80% compliance				
SCORE=10%				
Recommended	No. of Requirements	% of Compliance	Customization Estimates (Expressed in Man-days)	Remarks
TOTAL NON-FUNCTIONAL	20	0-100%	0-5 days	"Bidder's Name understands and will comply"
	2	0%	N/A	

Note: Vendor may deliver 80% only of the total non-functional requirements

RECOMMENDED- NON-FUNCTIONAL SAMPLE 2- At least 80% compliance				
SCORE=5%				
Recommended	No. of Requirements	% of Compliance	Customization Estimates (Expressed in Man-days)	Remarks
TOTAL NON-FUNCTIONAL	20	0-100%	0-5 days	"Bidder's Name understands and will comply"
	4	0%	N/A	

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Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is LAND BANK OF THE PHILIPPINES (LANDBANK).</p> <p>The evaluation procedure is: Quality-Cost Based Evaluation.</p>
1.2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the Corporate Budget for the contract approved by the LANDBANK Board of Directors for 2023 in the amount of One Hundred Ten Million Pesos Only (Php 110,000,000.00).</p> <p>The name of the project is LANDBANK Enterprise Procurement Management System with Five (5) Years Maintenance Services and Cloud Hosting.</p>
1.3	<p>The name of the Contract is:</p> <p>LANDBANK Enterprise Procurement Management System with Five (5) Years Maintenance Services and Cloud Hosting</p>
1.4	<p>No further instructions.</p>
5	<p>No further instructions.</p>
6.1	<p>Subcontracting is not allowed.</p>
6.2	<p>Not applicable.</p>
7.1	<p>The LANDBANK will hold a Pre-Bid Conference on _____ through videoconferencing using Microsoft (MS) Teams application.</p> <p>Shortlisted Bidders who would like to participate in the said conference must send a duly filled-up Pre-Bid Conference Registration (PBCR) Form (Annex B of the Bidding Documents) to lbphobac@mail.landbank.com on or before _____ of _____. The PBCR Form can also be downloaded from the PhilGEPS website, LANDBANK website (http://landbank.com/forms) or requested from Ms. Jeah Chrysel L. Escalona at JESCALONA@landbank.com. Interested Bidders shall state "PBCR-LBP-HOBAC-ITB-CS-20230213-01" in their request email as subject. The specific instructions on how to join the Pre-Bid Conference shall be provided by LANDBANK to the interested Bidders through email.</p> <p>For new bidders, a briefing on salient provisions of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 and pointers in the preparation of bids shall be conducted on through videoconferencing using MS Teams application.</p>

8.1	<p>The Procuring Entity's address is:</p> <p>Lard Bank of the Philippines 24th Floor, LANDBANK Plaza Building 1598 M.H. Del Pilar corner Dr. J. Quintos Streets Maiate, Manila, 1004</p> <p>Contact Person:</p> <p>Mr. Alwin I. Reyes Vice President Head, Procurement Department 1598 M.H. Del Pilar cor. Dr. J. Quintos Sts. Maiate, Manila, 1004 Fax (02) 8-528-8587 www.landbank.com lbprobac@mail.landbank.com</p>				
10.1(b)	<p>The system shall be implemented (Go-live of customized modules of EPMS on pilot units) within eighteen (18) months starting from receipt of Notice to Proceed (NTP) from the LANDBANK Procurement Department.</p>				
10.1(c)	<p>The minimum required experience of proposed professional staff: (see Revised Section VI. Terms of Reference)</p>				
11.5	<p>Cost by activity associated with the assignment, including professional fees and reimbursable/other cost relative to the consultancy engagement shall be inclusive of 12% VAT and Final Taxes.</p>				
11.7	<p>The ABC is One Hundred Ten Million Pesos Only (Php 110,000,000.00).</p> <p>Any bid with a financial component exceeding the ABC shall not be accepted.</p>				
13.1	<p>The bid prices shall be quoted in Philippine Pesos.</p>				
13.3	<p>No further instructions.</p>				
14.1	<p>Bids will be valid until 120 calendar days from date of opening of bids.</p>				
15.1	<p>The bid security shall be limited to Bid Securing Declaration or any of the following forms and amounts:</p> <table border="1" data-bbox="422 1563 1393 1767"> <thead> <tr> <th data-bbox="422 1563 1090 1664">Form of Bid Security</th> <th data-bbox="1090 1563 1393 1664">Minimum Amount of Bid Security</th> </tr> </thead> <tbody> <tr> <td data-bbox="422 1664 1090 1767">(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;</td> <td data-bbox="1090 1664 1393 1767">P 2,200,000.00</td> </tr> </tbody> </table>	Form of Bid Security	Minimum Amount of Bid Security	(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;	P 2,200,000.00
Form of Bid Security	Minimum Amount of Bid Security				
(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;	P 2,200,000.00				

<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and</p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>P 5,500,000.00</p>

1. If bid security is in the form of cash, the required amount shall be remitted to any LANDBANK Branch or through the LANDBANK online payment platform Link.BizPortal. The bidder shall first secure an electronic PAO from LANDBANK - Procurement Department. If the bidder opts to pay at any LANDBANK Branch, the electronic PAO shall then be printed in two (2) copies and presented to the LANDBANK Teller together with the money. The LANDBANK Teller shall issue a machine validated Official Receipt (OR) evidencing payment of the bid security.

If the bidder opts to pay through the LANDBANK Link.BizPortal, the steps to follow are found in Annex A of the Bidding Documents. The Payment Confirmation shall serve as proof of payment of the cash bid security.

2. If bid security is in the form of cashier's/manager's check, the check should be payable to LAND BANK OF THE PHILIPPINES.

3. If in the form of bank draft/guarantee, the bidder may use the standard format of the issuing Bank, provided that the Project Title and Project Identification Number are indicated therein.

4. If in the form of Standby Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises – Market Lending Department 2 (SME-MLD 2) with the following contact details:

(a) CBD 2 - 18th Floor, LANDBANK Plaza Building
 Telephone No. 8-405-7345 local 2117
 (For Assets 1 Billion and up)

(b) SME-MLD 2 - 18th Floor, LANDBANK Plaza Building
 Telephone No. 8-405-7431 local 7431
 (For Assets below 1 Billion)

5. If in the form of surety bond, it should be issued by a surety or insurance company duly accredited by the Insurance Commission

	<p>(IC) and has not been issued a cease and desist order by the IC or is currently not included in the list of blacklisted firms.</p> <p>The surety bond may be secured through LANDBANK Insurance Brokerage, Inc. (LIBI) with the following contact details:</p> <p>(a) LIBI-Forex 14th Floor, LANDBANK Plaza Building Telephone No. 8-710-7114 (Every Tuesday and Thursday)</p> <p>(b) 12th Floor, SSHG Law Center Bldg. 105 Paseo de Roxas, Legaspi Village Makati City Telephone Nos. 8-812-4911 and 8-867-1064</p> <p>Surety bonds with the following or similar conditions/phrases shall not be accepted:</p> <p>(a) "In case of default by the Principal, this bond shall only answer for the difference in the bid price of the winning bidder and that of the next lowest complying bidder or that of the new winning bidder in case of re-bidding plus necessary expenses incurred by the Obligee in the re-bidding which liability shall in no case exceed the amount of the bond"; or</p> <p>(b) "That the amount of liability of the Surety under this bond is limited to the actual loss or damage sustained and duly proven by the Obligee."</p> <p>6. If in the form of Bid Securing Declaration, the attached form (Form No. 4) must be used.</p> <p>A scanned copy of the bid security (i.e. LANDBANK Official Receipt and/or and/or Payment Confirmation and/or Manager's/Cashier's Check and/or Bank Draft/Guarantee and/or Surety Bond and/or Bid Securing Declaration) shall be included in the Eligibility and Technical Proposal/Documents. In the case of cashier's/manager's check bid security, the physical check must be delivered to and received by LANDBANK-Procurement Department not later than 5:00 P.M. of the following banking day after the opening of bids. In the case of the other forms of bid security, the physical document must be submitted to LANDBANK-Procurement Department during the post-qualification stage.</p>
15.2	The bid security shall be valid until 120 calendar days from date of opening of bids.
15.5(b)(iii)	No further instructions.
17	The shortlisted bidder/s who would like to participate in the bidding for the above project must send a duly filled-up LBP Secure File Transfer Facility (SFTF) User Registration Form together with copies of

LANDBANK Official Receipt and Payment Acceptance Order for non-refundable bidding fee to lbphobac@mail.landbank.com on or before 2:00 PM a day before the scheduled bid opening.

The electronic bid shall be submitted by uploading the same in the LBP SFTF (please refer to the Guide in Accessing LBP Secure File Transfer Facility per attached Annexes C-1 to C-8.

Electronic bids received after the set deadline basing on the date and time on the electronic folders of bidders shall not be accepted by the HOBAC. Thus, bidders are requested to upload their electronic bids at least two (2) hours before the set deadline.

The electronic bid consisting of two (2) copies/files shall be labelled with bidder's assigned short name, last six (6) digits of the bidding reference number including the parenthesis if there are any, and bid copy number, each separated with a dash sign. Thus, for a project with bidding reference number LBP-HOBAC-ITB-CS-20230213-01 that XYZ Company wants to bid on, the archived files shall be labelled as XYZ-021301-C1 and XYZ-021301-C2. The archived files shall be generated using either WinZip, 7-zip or WinRAR and password-protected.

Each of the above mentioned archived files shall contain the Technical Component and Financial Component files. The PDF files shall be labelled as above plus the word "Tech" or "Fin" in the case of the Technical Component and Financial Component, respectively. Thus, using the above example, XYZ-021301-C1 shall contain the PDF files labelled XYZ-021301-C1-Tech and XYZ-021301-C1-Fin while XYZ-021301-C2 shall contain the PDF files labelled XYZ-021301-C2-Tech and XYZ-021301-C2-Fin.

All the required documents for each component of the bid shall be in one (1) PDF file and sequentially arranged as indicated in the Checklist of Bidding Documents. The documents must be signed by the authorized signatory/ies when required in the form.

Each of the archived files and the PDF files shall be assigned with a different password and these passwords shall be disclosed by the bidder only upon the instruction of HOBAC during the actual bid opening.

Electronic bids that are not assembled, labelled and password-protected in accordance with these procedures shall not be rejected/disqualified but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The HOBAC/LANDBANK shall assume no responsibility for the non-opening or premature opening of the contents of the improperly assembled, labelled and password-protected electronic bid.

	The prospective bidder shall receive an acknowledgement receipt via email after successful uploading of its/his electronic bid. If no email is received within one (1) hour after successful uploading, the bidder shall call the HOBAC Secretariat at (02) 8522-0000 local 2609/7746 to confirm whether the submission has been received, and if so, request for the acknowledgment of receipt of the electronic bid.
17.1	Not applicable.
17.2	Not applicable.
17.3	Not applicable.
17.4	Not applicable.
17.5	Not applicable.
18	Bids shall be submitted through the LBP Secure File Transfer Facility. The deadline for submission of bids is on <u>JUNE 9, 2023 - 10:00 A.M.</u>
20	The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally password-protected and properly identified in accordance with ITB Clause 17 above, linked to its original bid.
20.1	Not applicable.
21	<p>On the bid opening date, the bidder shall confirm its/his participation in the online meeting with the HOBAC Secretariat at least one (1) hour before the scheduled meeting. The bidder shall be able to log in into MS Teams and join the Waiting Room of the HOBAC meeting. Only one account/connection per participating bidder shall be allowed to join the meeting. A maximum of two (2) accounts/connections per participating interested consultant shall be allowed to join the meeting.</p> <p>Projects with participating bidders in attendance shall be given priority in the queuing.</p> <p>Upon the instruction of the HOBAC Chairperson to start the bid opening activity, the HOBAC Secretariat connects the participating bidder/s to the videoconferencing/group calling session. The HOBAC Secretariat shall record the session and act as Moderator of the meeting all throughout.</p> <p>In case a bidder cannot connect to the videoconferencing via MS Teams application, the HOBAC Secretariat shall contact the bidder concerned through its registered mobile phone/landline telephone up to a maximum of three (3) call attempts with five (5) minutes interval after each call attempt. A text message advising the bidder that the public bidding has already started will also be sent by the HOBAC Secretariat. If the</p>

	<p>HOBAC Secretariat still cannot contact the bidder after the said allowable call attempts or the bidder is unable to contact the HOBAC Secretariat to provide the passwords needed to open its electronic bids when required by the HOBAC, the bidder concerned shall be disqualified from further participating in the bidding process.</p> <p>Once the connections are in place, the HOBAC, with the assistance of the HOBAC Secretariat, retrieves the archived file from the LBP SFTF and opens the same. The Technical Proposal shall be opened first. Upon instruction from the HOBAC, the bidder concerned shall disclose the passwords for the archived file and the PDF file of the Technical Component.</p> <p>In case an archived/PDF file fails to open due to a wrong password, the specific bidder shall be allowed to provide the HOBAC with passwords up to five (5) times only. The same number of attempts shall apply to Copy 2 of the bid, in case there is a need to open it. If the archived/PDF file still could not be opened after the maximum allowable attempts, the bidder concerned shall be disqualified from further participating in the bidding process.</p> <p>The HOBAC then determines the eligibility and compliance with the technical requirements of the specific bidder using a nondiscretionary "pass/fail" criterion. Only bidders that have been rated "Passed" shall be allowed to participate in the succeeding stages of the bidding process.</p> <p>The HOBAC, with the assistance of the HOBAC Secretariat, shall then open the Financial Components of those bidders that have been rated "Passed". Upon instruction from the HOBAC, the bidder concerned shall disclose the password for its/his Financial Component.</p> <p>The HOBAC, with the assistance of the HOBAC Secretariat, conducts bid evaluation and ranking of the bids. The results of bid evaluation and ranking shall be recorded in the Abstract of Bids, which shall be signed by the HOBAC Members and Observers. The result of evaluation and ranking shall also be announced to the participants.</p> <p>The retrieval and opening of the electronic bids, page-by-page review of documents and the results of the bid evaluation and ranking shall be shown to the participants through the screen sharing feature of MS Teams.</p> <p>The access of the bidders to the videoconferencing/calling session shall be terminated once the Chairperson has declared that the bid opening activity for a specific project has been finished.</p>
21.2	The date and time for opening of bids is <u>JUNE 9, 2023 - 10:00 A.M.</u>

22.1	No further instructions.
25.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <p>a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 25.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened.</p> <p>b) The financial and technical proposals shall be given corresponding weights with the financial proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the financial proposal shall add to one hundred percent (100%). The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.</p> <p>c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</p> <p>d) After approval by the HoPE of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with ITB Clause 27.</p>
25.3	<p>The minimum required St for each criterion are as follows:</p> <ul style="list-style-type: none"> • 40% - Fit to Functional Requirements • 40% - Fit to Non-Functional Requirements • 10% - Implementation Methodology • 10% - Support Base <p>Bidders must obtain a minimum score of 60% in the Evaluation Criteria – Technical to be included in the list of qualified bidders.</p>
26.1	<p>The opening of Financial Proposals shall be on through videoconferencing using Microsoft (MS) Teams Application</p> <p>Financial Proposals shall be opened in public.</p>
26.2	<p>After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The</p>

Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise specified in ITB Clause 26.1. The notification may be sent by registered letter, facsimile, or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.

The BAC shall determine whether the Financial Proposals are complete, *i.e.*, whether all the documents mentioned in ITB Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 13. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.

The lowest Financial Proposal (FI) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:

$$Sf = 100 \times FI/F$$

Where:

Sf is the financial score of the Financial Proposal under consideration,
FI is the lowest Financial Proposal, and
F is the Financial Proposal under consideration.

Using the formula $S = St \times T\% + Sf \times F\%$, the Bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; $T + F = 1$) indicated below:

T 0.80; and
F 0.20

27.1	<p>The address for negotiations is:</p> <p>Land Bank of the Philippines Procurement Department 24th Floor, LANDBANK Plaza Building 1598 M.H. De Pilar corner Dr. J. Quintos Streets Malate, Manila, 1004 www.landbank.com lbphobac@mail.landbank.com</p>
27.2(e)	<p>No negotiations pertaining to the Financial Proposal shall be undertaken.</p>
28.2	<p>Certified true copy of Value Added Tax (VAT) or Percentage Tax (PT) Returns for the last two (2) quarters filed manually or through the BIR Electronic Filing and Payment System (EFPS). Tax returns filed manually or through EFPS and taxes paid shall be accepted.</p>
31.4.5	<p>No additional requirement.</p>
32.1	<p>No further instructions.</p>
32.2	<p>If in the form of Standby Letter of Credit, it may be secured through LANDBANK Corporate Banking Department 2 (CBD 2) and Small and Medium Enterprises – Market Lending Department 2 (SME-MLD 2) with the following contact details:</p> <p>(a) CBD 2 – 18th Floor, LANDBANK Plaza Building Telephone No. 8-405-7345 local 2117 (For Assets 1 Billion and up)</p> <p>(b) SME-MLD 2 – 18th Floor, LANDBANK Plaza Building Telephone No. 8-405-7431 local 7431 (For Assets below 1 Billion)</p>
33.2	<p>The system shall be implemented (Go-live of customized modules of EPMS on pilot units) within eighteen (18) months starting from receipt of Notice to Proceed (NTP) from the LANDBANK Procurement Department.</p>

Section VI. Terms of Reference

LANDBANK Enterprise Procurement Management System with Five (5) Years Maintenance Services and Cloud Hosting

1. Name and Description of the Project

The Enterprise Procurement Management System (EPMS) is a software solution that will leverage digital transformation tools such as automation, artificial intelligence and advanced data analysis in optimizing procurement and supplies inventory management processes. It will cover the end-to-end procurement process from planning, requisitioning, sourcing, purchasing, delivery, supplier management, contract management and invoice payment, as well as supplies inventory management.

2. Project Objective

The following are the objectives of the project:

1. To raise productivity by reducing turnaround times of various processes, as follows:
 - a. Processing of procurement requisitions *from sixty (60) banking days to forty eight (48) banking days*
 - b. Issuance of Invoice Receipts/Memorandum Receipts *from five (5) calendar days to four (4) calendar days*
 - c. Voucher preparation *from twenty two (22) calendar days to eighteen (18) calendar days*
2. To align efficiency in serving requisitions for office supplies and accountable forms with well-managed companies by raising average fill rate *from 70% to 90%*
3. To improve monitoring of procurement contracts through fully-automated sending of notifications for contract renewal/replacement *from 100% to 0% manual notification*
4. To improve compliance with reportorial requirements (Performance-Based Bonus) by:
 - a. Increasing submission rate of Project Procurement Management Plan *from 60% to 100%*
 - b. Decreasing turnaround time in the preparation of Annual Procurement Plan (APP) *from two (2) months to one (1) month*
 - c. Decreasing turnaround time in the preparation of Procurement Monitoring Report by *from one hundred twenty (120) banking days to sixty (60) banking days*

- d. Decreasing turnaround time in the preparation of Agency and Procurement Compliance and Performance Indicators (APCPI) System *from sixty (60) banking to thirty (30) banking days*

5. To standardize bank's procurement process (Head Office and field units)

3. Project Scope

The scope of the Project includes:

- A. Procurement of an on-cloud Enterprise Procurement System which includes the following:
 1. Software Subscription inclusive of maintenance services for five (5) years
 - Software subscription shall start upon implementation of the baseline solution in the pilot units
 2. **Private** Cloud Hosting for five (5) years shall start upon implementation of the baseline solution in the pilot units
 3. Implementation Services
 4. Ninety-day warranty/post Go Live support starting from the Production cut-over date

Post-Go-live shall start from Day 1 of the implementation of the customized modules in the pilot units [i.e., Selected Head Office and one (1) RBAC Unit from each Branches Group]

Pilot units shall refer to the following:

- o Ten (10) Head Office Units (e.g., ProcD, FAD, FMD, AAD, HOBAC Sec. Unit, SLCD, QIMD, PMED, DCMD, NOD)
- o One (1) RBAC Unit from each Branches Group (10 units)
 - *Two (2) Branches, two (2) LCs, two (2) ACs, two (2) FLS, two (2) PVCID Field Team and two (2) AOCs (12 units) to be catered by their respective RBACs*

B. Product Scope High Level Requirements

1. Procurement Planning
2. Requisitioning
3. Tendering
4. Contracting
5. Delivery & Payment
6. Inventory Management
7. Contract Management
8. Asset Management
9. Performance Assessment
10. System Interfaces

The details and requirements are specified in the attached Business Requirements Log (BRL) – Revised Annex D.

To ensure the highest degree of compliance of the *Enterprise Procurement Management System (EPMS)* Project to the Bank's requirements, and to effectively manage change, the project scope likewise covers all the requisite software customizations, as well as change management activities like change management planning and communication, the review of "As Is" processes, business process simplification and improvement, the documentation and training on the "To Be" processes, organizational change assessment, and assistance in the implementation of the required organizational and process changes.

The project must take into account all related implementation activities and processes such as systems integration, project management, system development lifecycle, change management, technology transfer (training and documentation), and maintenance and support.

The Training Requirements of the Project include:

- "Train The Trainers" Training;
- Technical Training;
- Knowledge Transfer and Handover workshops; and
- Other system-related training activities.

The Approved Budget for the Contract (ABC) shall be the upper limit or ceiling for the proposal, and shall cover all project costs, including, but not limited to the following:

- a. Software subscription costs for five (5) years inclusive of maintenance services;
- b. Private Cloud hosting services for testing, production and disaster recovery environments for five (5) years to be managed by the vendor;
- c. High availability cloud hosting services (i.e., 99.9% availability);
- d. Implementation cost which includes project management, consulting, requirements validation, design and development, customization, training, integration and user acceptance testing, production deployment, system integration, change management and other out-of-pocket expenses (e.g., transportation allowance, per diem, etc.);
- e. Ninety-day warranty/post-Go-live support starting from the production cutover date; and
- f. All applicable taxes, service fees and charges (e.g., fund transfers fees, foreign exchange difference).

4. Other Requirements

Once the project is awarded, Solution Provider must comply with the following:

A. Performance Security

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank; 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	Five percent (5%)
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%)

(NOTE: this is different from the Security/Bidder's Bond under Sec. 27.1 to 27.2, RA 9184)

1. Shall be denominated in Philippine Pesos
2. Shall be furnished by Solution Provider within a maximum period of ten (10) calendar days from the receipt of the Notice of Award or upon the signing of the contract
3. Shall form part of the contract
4. Shall be forfeited in the event it is established that the Solution Provider is in default in any of its obligations under the contract
5. May be released after the issuance of the Certificate of Final Acceptance, (after the 90-day warranty period **from Go-Live**) if:
 - a. There **are** no claims filed against the Solution Provider
 - b. There **are** no claims based on the other terms of the contract

a. Additional

- 1) Additional performance security on cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements

- 2) Extension of the validity of the performance security to cover approved contract time extensions

b. Reduction

- 1) Part of the consulting service under the contract had already been delivered or completed, and accepted
- 2) Proportional reduction in the value of the performance security is allowed only when the contract allows for partial deliveries or performance.
- 3) Reductions must be more than ten percent (10%), and the aggregate of such reductions must not be more than fifty percent (50%) of the original performance security

B. Personnel

Attendance of the Solution Provider's dedicated Business Analyst (BA) during requirements verification/development of the Conceptual System Design/Data Mapping or equivalent document is mandatory. The BA role shall not be substituted/replaced by any other technical position (e.g. programmer)

1. Working Arrangement

The Solution Provider's personnel who will be assigned to the project shall report onsite from project development to implementation when required by the Bank.

2. Replacement Before the awarding of Contract:

There should be no replacement of key personnel before the awarding of the contract, except for justifiable reason as may be determined by the BAC (Bids and Award Committees), such as illness, death, or resignation provided it is duly supported by relevant certificates or any delay caused by the Procuring Entity. The BAC shall immediately consider negotiation with the next ranked consultant if unjustifiable the replacement of personnel by the first ranked firm is made.

3. Replacement of Consultant and Key Personnel during the effectivity of the contract/after awarding of Contract:

No replacement shall be allowed by the HcPE (Head of Procurement Entity) until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons, subject to appropriate sanctions, as prescribed in the PBDs (Philippine Bidding Documents)

Once the contract is effective, any change introduced in the key personnel that is not agreed to by the LANDBANK and is not for reasons of death, illness or incapacity of the individual personnel, during the first fifty percent (50%) of the contracted inputs of the said individual, shall result in the imposition of damages. Violators will be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

LANDBANK shall be notified/advised thirty (30) days before the effectivity of such replacement.

4. Replacement of any Personnel of Solution Provider:

If LANDBANK finds that any of the personnel has committed serious misconduct or has been charged for the commission of criminal offense under Philippine Law, or has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Solution Provider must, at LANDBANK's written request specifying the grounds therefor, forthwith provide as replacement a person with qualifications and experience acceptable to LANDBANK. The replacement should have equal or better qualifications but will receive remuneration not exceeding that which would have been payable to the person replaced. The Solution Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of staff.

C. Subcontracting

Solution Provider shall notify LANDBANK of any subcontracting arrangement and the same shall be agreed upon. The following minimum conditions shall be observed:

1. The extent to which subcontractors perform additional services should be limited to peripheral or support functions while the core services should rest with the main Solution Provider
2. The Solution Provider shall remain fully responsible with respect to parts of the services which were further outsourced to subcontractors
3. The Solution Provider should notify LANDBANK in writing in case of changes to its subcontractors

D. Threshold for findings during UAT

A threshold for the issues/findings (Severity 1 and 2) based on the number of test cases or scenarios during User Acceptance Testing (UAT) shall be determined and agreed upon by LANDBANK and Solution Provider during UAT planning

If the set threshold for the issues/findings is reached during UAT, LANDBANK shall suspend the UAT, require the Solution Provider to correct all deficiencies, perform and provide LANDBANK with another Unit and Integration Testing (JIT) certificate. This period will be subjected to the imposition of liquidated damages as specified in the Special Condition Contract (SCC). In addition, due to this delay, equivalent penalty that will be imposed by regulators/agencies will be borne by the Solution Provider.

Over-all validation of test results against the requirements agreed and accepted shall be made prior to acceptance

E. Issue resolution

During the warranty/post Go Live support period and throughout contract duration, turnaround time for resolution of any related system incident or problem are as follows:

SEVERITY CLASSIFICATION	DESCRIPTION	RESOLUTION PERIOD
1	<p>The system is not operational and could not be recovered immediately, and there is no identified work around that can be performed to deliver the necessary user and business requirements</p> <p>Problem may have been caused by fraudulent activities</p> <p>May compromise data integrity of many accounts/transactions [e.g., intermittent connection or system is inaccessible to all users, misposting of several transactions/accounts (double posted or unposted), unauthorized access to critical transactions]</p>	Within 3 days
2	<p>There is significant business functionality issue that affects several users [e.g., system slow down, non-generation of hand-off, incorrect information (i.e., history, statement of account) displayed online for three (3) or more accountholders/customers]</p> <p>There is an available work around that can address users and business requirements</p>	Within 5 days
3	<p>The problem is on the delivery of reports/processing of transactions with less significant impact on business operation and affects very few users [e.g., non-generation of report, incorrect data displayed in the report, specific fields are not functioning accordingly, mapping error]</p> <p>There is an available workaround</p>	Within 1 month

	that can address users and business requirements	
4	<p>The effect is or transaction of an individual client, user, terminal or branch and the impact on operations is minimal</p> <p>The problem is aesthetics/cosmetic [e.g., incorrect access of individual users, error encountered while performing a transaction on a single account, discrepancies on the reports/documents of a single account, errors encountered in a particular terminal or ATM machine, incorrect blurbs, messages, screen and report format/layout]</p> <p>There is an available workaround that can address users and business requirements</p>	Within 2 months

Failure to resolve Severity 1 and 2 raised within the warranty period shall extend the warranty/post Go Live support period.

After the warranty/post Go-live support, Severity 1 and 2 incidents not resolved within the prescribed turnaround time shall reflect on the performance evaluation of the Solution Provider.

Should there be system errors encountered upon production and within 90 days therefrom which are attributable to the Solution Provider and such errors remain unresolved resulting to LANDBANK incurring losses, LANDBANK shall have the right to call on the performance security.

F. Performance Monitoring

After awarding of the contract:

1. LANDBANK, shall conduct performance monitoring which shall be done annually. For contracts with a period of one (1) year or less, assessment shall be made upon maturity. Such monitoring shall be against metrics identified and assigned by LANDBANK (Please see Annex I for the Vendor Performance Assessment and Monitoring Report).
2. The solution provider is also required to submit Net Financial Contracting Capacity (NFCC) to establish its liquidity, capacity to absorb the obligations in connection with the existing contract/project, and to finance its implementation or completion.

The NFCC shall be based on the latest Audited Financial Statements and computes as follows:

Particulars	Amount
Current Assets	XXXX
Less: Current Liabilities	XXXX
Sub-total	XXXX
Multiplied by 15	15
Sub-total	XXXX
Less: Value of Outstanding Contracts	XXXX
NFCC	XXXX

G. Liquidated Damages

1. Failure to satisfactorily complete the services required under the contract within the specified period (delay), inclusive of duly granted time extensions, if any, or unnecessary delays incurred which are attributable to the Service Provider
2. In an amount equal to one-tenth (1/10) of one percent (1%) or 0.001 of the cost of unperformed portion for every day of delay
3. Shall not reach ten percent (10%) of the contract amount
4. Automatic contract rescission if damages reached more than 10% without prejudice to other courses of action and legal remedies available under the law
5. Contract take over by LANDBANK upon rescission or award to a qualified Solution Provider through negotiation
6. Erring Solution Provider's performance security shall also be forfeited

H. Modification of Terms and Conditions/Extensions

1. Payments for consultancy project shall not exceed the prescribed ceiling or contract amount of the project
2. All consultancy contracts shall be fixed price contracts and that any extension of contract time shall not involve any additional cost
3. Cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders
 - a. Shall be covered by rules on direct contracting or negotiated procurement (adjacent/contiguous)

- b. Man-day rate to be used for any out of scope services to be performed by the solution provider under a Change Request shall be the same rate as that of the existing contract
- c. The contractor/consultant shall use the same prices or lower unit prices as in the original contract less mobilization cost

I. **Contract Termination**

Termination in whole shall occur at the end of contract

1. **By LANDBANK:**

- a. Termination for default - any of the following:
 - 1. Outside of force majeure, Solution Provider fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the contract, or within any extension thereof granted by LANDBANK pursuant to a request made by the Solution Provider prior to the delay
 - 2. As a result of force majeure, the Solution Provider is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Solution Provider's receipt of the notice from LANDBANK stating that the circumstance of force majeure is deemed to have ceased
 - 3. The Solution Provider fails to perform any other obligation under the contract
- b. Termination for convenience - in whole or in part, at any time based on any or concurrence of the following:
 - 1. existence of conditions that make Project Implementation economically, financially or technically impractical
 - 2. unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies
- c. Termination for Insolvency
 - 1. Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction
 - 2. Termination will be without compensation to the Consultant
 - 3. Without prejudice to any right of action or remedy which has accrued or will accrue thereafter to the LANDBANK and/or Consultant
- d. Termination for Unlawful Acts
 - 1. There is prima facie evidence that Consultant has engaged, before or during the implementation of the contract, in unlawful

deeds and behaviors relative to contract acquisition and implementation

2. Unlawful acts include, but are not limited to, the following:
 - a. Corrupt, fraudulent, collusive and coercive practices
 - b. Drawing up or using forged documents
 - c. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade

2. By Consultant/Solution Provider:

LANDBANK is in material breach of its obligations pursuant to the contract, without any fault on the part of the Consultant/Service Provider, and has not remedied the same within sixty (60) calendar days following its receipt of the Solution Provider's notice specifying such breach

J. Support Services

1. The Solution Provider shall provide responsibilities regarding hardware, software and infrastructure upgrades, including notification of all systems changes that will affect LANDBANK.
2. The Solution Provider shall provide responsibilities regarding on-line communication availability and schedule of availability and timeliness of service.
3. All contact information (e.g. telephone number, hotline, email address) must be available and provided in the proposal.
4. The Solution Provider guarantees that it has an established communication transmission line security, and transaction authentication.
5. The Solution Provider shall provide schedule of availability and timeliness of services.

K. IT Outsourcing

1. The Solution Provider shall allow internal and external auditors the Bank, BSP, and other regulatory authorities to have access to and to review information, processes, and resources relative to the proposed solution. The Bank's audit shall be allowed to assess the Solution Provider's operations and controls.
2. The Solution Provider shall 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 Solution Provider.

3. The Solution Provider shall allow Bangko Sentral examiners to perform onsite validation prior to implementing the cloud computing arrangements.
4. The Bank shall be allowed to cancel the contract by contractual notice of dismissal or extraordinary notice of cancellation if so required by the Bangko Sentral.
5. The Solution Provider shall provide necessary levels of transition assistance if the Bank decides to convert to other Solution Providers or other arrangements.
6. The Solution Provider shall provide the Bank access to its financial information.
7. The Solution Provider shall provide remedies for the Bank in the event of change of ownership, assignment, attachment of assets, insolvency, or receivership of the service provider.

L. Cloud Service

1. The Cloud Service Provider (CSP)/Solution Provider shall meet international security standards, certified appropriately and abide by all relevant Philippine laws and industry standards.
2. CSP/Solution Provider is responsible for ensuring that the services used by the Bank are highly secured and resilient so that they are available for use on demand.
3. The following baseline security controls shall be applied:

SECURITY CONTROLS	BASELINE CERTIFICATIONS AND/OR PROTOCOL REQUIRED	DESCRIPTION
Security Assurance Requirements	<ol style="list-style-type: none"> 1. ISO/IEC 27001 - Information Security Management 2. Service Organization Control (SOC) 2 Type 2 or any equivalent Third Party/ Independent Report 3. Payment Card Industry (PCI) Data Security Standard (DSS), as applicable 4. Optional: SOC 1 5. Optional: ISO/IEC 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors 	These are the baseline and optional Security Assurance Requirements for Cloud Service Providers.

Encryption Requirements	<ol style="list-style-type: none"> 1. AES (128 bits and higher) 2. TDES (minimum doublelength keys) 3. RSA (1024 bits or higher) 4. ECC (160 bits or higher) 5. ElGamal (1024 bits or higher). <p><i>Note: Latest available and applicable Security Protocols/ Requirements</i></p>	These are the baseline Encryption Requirements to ensure that workload on any CSP is encrypted with the minimum baseline required by the Philippine Government.
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4. CSP/Solution Provider shall provide logical security audit on data access, including logs and audit trails to ensure that the prescribed security and privacy requirements are met.

5. Data Sovereignty

All data created, collected, organized, modified, retrieved, used, consolidated, sourced from, or owned by LANDBANK, which are in the cloud regardless of location, shall be governed by Philippine laws, policies, rules and regulations.

LANDBANK shall have the option to require where the data shall be located (e.g. South East Asia only).

Cloud Service Providers/Solution Provider and users of the cloud must comply with regulatory, legal and contractual and policy obligations, uphold the values of integrity and client commitment, and ensure that all use is appropriate and authorized.

6. Data Residency

As a general rule, no residency restrictions shall be placed on government data stored or processed in the cloud, provided that appropriate controls and security measures are present.

Regardless of service model and multi-tenant software architecture used, CSP shall employ segmentation and other logical isolation techniques.

7. Data Ownership

LANDBANK shall retain full control and ownership over its data. CSP/Solution Provider shall at all times (a) provide entity and access controls to restrict access to infrastructure and data in favor of LANDBANK authorized users, as end users; and (b) make options available to LANDBANK on the storage, management, security, and protection of its data. CSP/Solution Provider shall not require long-term contracts or exclusivity.

The CSP/Solution Provider acquires no rights whatsoever to use the LANDBANK data for its own purpose or for any purpose other than what is required based on the scope of service.

The CSP/Solution Provider does not have the right to prevent the duly authorized access of LANDBANK to its own data.

The terms of data ownership must not be subject to unilateral amendment by CSP/ Solution Provider.

8. There shall be no transfer, storage, or processing of LANDBANK data in cloud infrastructure unless made in accordance with this **revised Terms of Reference** and other relevant laws, policies, rules, regulations, and issuances.
9. The CSP/Solution Provider shall be able to integrate with existing services and should be interoperable with locally provisioned IT.
10. The CSP shall provide high availability cloud hosting and data must be formally classified for confidentiality, integrity and availability (CIA) and technical controls must be incorporated and tested to mitigate the risks throughout the asset life cycle.
11. All cloud-based systems development and technical infrastructure processes must align with policy, meet agreed business requirements, be well documented and communicated to all stakeholders, and be appropriately resourced.
12. All cloud-based systems development and technical infrastructure related processes must consider contemporary technology and controls to address emerging information risk identified through internal and external monitoring.

The CSP/Solution Provider shall regularly/periodically monitor and report security-related threats, incidents and events on its networks/systems. They shall have a clear breach notification and response procedure equipped with digital forensic tools and capabilities.
13. The CSP/Solution Provider shall provide LANDBANK with cloud monitoring tool or dashboard, on a per component basis (e.g. network level, application level, database level), to confirm that the cloud structure or platform performs optimally.
14. The CSP/Solution Provider shall provide flexibility and scalability for the Bank's current and future needs.
15. The CSP/Solution Provider shall conduct monthly vulnerability assessment and penetration testing or its equivalent assessment and submit the results to LANDBANK.
16. The CSP/Solution Provider shall provide cloud services to all environments that shall be needed (e.g., Test, Disaster Recovery, Production).

Services shall include, but not limited to the following:

- a. Technical network and security controls (e.g. firewalls)
- b. Backup and Retention
- c. Recovery
- d. Dedicated leased line (for production)

17. Disclosure on composite services

Third party arrangements by the CSP/Solution Provider shall be disclosed, including terms of these arrangements, control over the Solution Provider, responsibilities involved, remedies and recourse available should problems occur.

18. Business Continuity

Business Continuity Plan (BCP) including IT Disaster Recovery Procedures (ITDRP) of the CSP/Solution Provider shall address how it plans to continue to undertake the services needed arising from disastrous scenarios, pandemics, calamities and catastrophic events that have impact on the delivery of services brought by either Acts of Nature or are Man-made (should also include the CSP/Solution Provider assurance that it has acquired the necessary insurance for fidelity and fire)

- a. The BCP including ITDRP to be submitted shall be specific for LANDBANK and/or the services to be rendered, with specific responsibilities and procedures for availability, data backup and recovery, and tested for viability.
- b. The BCP shall cover the temporary outages, prolonged and permanent outages. It shall also cover contingency plans in case the solution becomes unavailable or inaccessible as well as resumption strategies to consider short-term and prolonged unavailability/inaccessibility.
- c. For cloud outsourcing, the following shall be indicated:
 1. The location of primary and secondary sites and physical and environmental controls in place;
 2. Prioritization arrangements in case of multiple/simultaneous disasters;
 3. Retention of onsite and offsite back-up (i.e., whether to maintain an up-to-date back-up copy of data at the Bank's premises or stored with a second vendor that has no common points of failure with the CSP/Solution Provider); and
 4. Ability to synchronize documents and process data while the Bank is offline
- d. The CSP/Solution Provider together with LANDBANK, shall test its BCP including ITDRP annually and shall submit certification with general results affecting services provided to the Bank. The

CSP/Solution Provider shall also notify LANDBANK of any resulting modifications in the BCP or ITDRP.

19. The provisioning of Cloud Computing shall be governed by SLAs to specify and clarify performance expectations, as well as establish accountability. The SLAs shall relate to provisions in the contract regarding incentives, penalties, escalation procedures, disaster recovery and business continuity and contract cancellation for the protection of the institution, in the event the service provider fails to meet the required level of performance.

The Bank shall be given access to the SLA between the Solution Provider and the CSP.

M. Security Measures

1. Physical and Environmental Protection

Solution Provider shall be subject to LANDBANK's physical security measures established to protect computer facilities and equipment from damage or unauthorized access

2. Security Administration and Monitoring

Solution Provider shall be subject to LANDBANK's procedures on access rights and use of system resources and application systems

N. Confidentiality

1. The term confidential information shall mean all data, trade secrets, business information, client information, and other information of any kind whatsoever, that is provided by LBP to the Solution Provider pursuant to the contract, whether oral, written, visually or in any other medium such as, but not limited to, electronic transfer of information by e-mail, over the internet or otherwise.
2. The Solution Provider shall maintain the secrecy of the LBP's Confidential Information and shall exert all reasonable efforts to preserve the confidentiality of such information, including, but not limited to, the implementation of reasonable physical security measures and operating procedures.
3. The Solution Provider agrees that at all times and notwithstanding any termination or expiration of its contract with the bank, it will hold in strict confidence and not disclose to any third party all Confidential Information received, except as approved in writing by the latter. The Solution Provider shall be prohibited from using the Confidential Information for purposes other than compliance with its obligations under the contract.
4. Access to Confidential Information of the LBP shall only be granted by the Solution Provider to its employees or authorized representatives,

when their knowledge of such information becomes necessary, provided that such persons have signed confidentiality agreements or are otherwise bound by confidentiality obligations which contain the minimum terms, restrictions and limitations provided herein.

5. Notwithstanding the termination or expiration of the contract, all obligations under the confidentiality clause shall remain valid, effective and binding upon the Solution Provider, his successors and assigns.
6. Upon termination or expiration of the contract, or otherwise upon the LBP's request, all Confidential Information furnished to the Solution Provider shall be promptly returned to the LBP, or at the LBP's express request, shall be destroyed. In case of destruction as requested by the LBP, the same shall be confirmed in writing by the Solution Provider.
7. The Solution Provider acknowledges that any breach of this confidentiality may cause irreparable harm to the LBP for which the latter is entitled to seek, among others, indemnification for damages, as well as injunctive or other equitable remedies as may be allowed by law.
8. The Solution Provider shall not transfer or assign confidential information to any other person or entity, whether by operation of law or otherwise, without the prior written consent of the LBP. Any such attempted assignment shall be void and of no effect.
9. The Solution Provider must comply with the LANDBANK's Information Security policies and guidelines to ensure confidentiality and security of LANDBANK's data.
10. The Solution Provider representative/s must sign Confidentiality Agreement and Acceptable Use Policy Compliance Commitment Certificate.

O. Settlement of dispute and venue of suit

- a. Resolution of dispute or difference shall be through mutual consultation
- b. Governing law shall be the laws of the Philippines
- c. Venue of suit shall be the Courts of the City of Manila
- d. Any and all disputes arising from the implementation of the contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

5. System Requirements

This section documents the project stakeholders' expectations, and the functional and non-functional requirements that the proposed solution must satisfy or exceed in order for the proposed solution to qualify for consideration.

The Solution Provider must respond to each requirement in the attached Requirements Compliance Form (RCF) - Annex E, and provide information for the following columns of the RCF:

- A. Percentage Compliance (e.g. 100% - for full compliance, nn% - for partial compliance)

*100% Fully compliant; base-product functionality; no customization required
nn% Partially compliant; customization required*

- B. Customization Estimates (expressed in man-days);
C. Response

If no exception, explanation, or clarification is required in the Solution Provider's response to a specific requirement, the Solution Provider shall indicate the following response"

"Solution Provider's Name understands and will comply."

Failure to conform to any of the above specifications may be sufficient grounds for disqualification.

6. Delivery Time/Completion Schedule

The system shall be implemented (Go-Live of customized modules of EPMS on pilot units) within eighteen (18) months starting from receipt of Notice to Proceed (NTP) by the Service Provider. It will follow a hybrid system development approach. Thus, certain system modules can be implemented ahead of the other modules.

7. Cost Analysis Sheet

A. Cost Breakdown

Cost Component	Cost (PHP)
Implementation Services Cost (project management, consulting, requirements validation, design and development, customization, training, integration and user acceptance testing, production deployment, system integration, change management, cloud hosting during system development and testing, etc.) and other out-of-pocket expenses	xxx,xxx,xxx.xx
Annual Software Subscription for Five (5) Years	
Year 1	xxx,xxx,xxx.xx
Year 2	xxx,xxx,xxx.xx
Year 3	xxx,xxx,xxx.xx
Year 4	xxx,xxx,xxx.xx
Year 5	xxx,xxx,xxx.xx
Cloud Hosting for Five (5) Years	
Year 1	xxx,xxx,xxx.xx
Year 2	xxx,xxx,xxx.xx
Year 3	xxx,xxx,xxx.xx
Year 4	xxx,xxx,xxx.xx
Year 5	xxx,xxx,xxx.xx
TOTAL INVESTMENT COST	xxx,xxx,xxx.xx

Note: Bidder shall supply the amount for applicable cost elements and shall put zero (0) in the irrelevant component/s

1. All bid prices shall be considered as fixed price.
2. Shall be denominated and payable in Philippine currency.
3. Shall not be subject to price adjustment and escalation during contract implementation, except under extraordinary circumstances (under R.A. 9184) and upon prior approval of the GPPB.
4. Contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis (actual adjustment or change caused by the supervening issuance or governmental act)* when cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the Government of the Philippines.
5. Breakdown of the cost shall be presented.
6. Breakdown of the cost may include:
 - a. monthly salaries paid to the consultant's staff
 - b. per diems for hotel and living expenses for staff away from normal duty station
 - c. air or land transportation, and other out-of-pocket expenses
7. All applicable taxes shall be for the account of the Service Provider.
8. Cost of all taxes, (e.g. value added tax (VAT), income tax, local taxes, and other fiscal levies and duties) which shall be itemized and reflected in the detailed estimates.

B. Payment Milestone

Payment Milestone	Amount Due (PHP)
Implementation Services	
15% mobilization fee upon contracting signing and submission of Project Work Plan	xxx,xxx,xxx.xx
20% upon acceptance of Technical Specifications Document (TSD Sign-off):	
1 st Release (10%): Base Solution – User Guide/Manual	xxx,xxx,xxx.xx
2 nd Release (10%): Customizations - Technical Specifications Document Sign-off	xxx,xxx,xxx.xx
20% upon issuance of Unit and Integration Testing (UIT) Certificate and conduct of system walkthrough:	
1 st Release (10%): Base Solution	xxx,xxx,xxx.xx
2 nd Release (10%): Customizations	xxx,xxx,xxx.xx
20% upon UAT completion (UAT Sign-off)	
1 st Release (10%): Base Solution	xxx,xxx,xxx.xx
2 nd Release (10%): Customizations	xxx,xxx,xxx.xx
15% upon Go Live	
1 st Release (7.5%): Base Solution	xxx,xxx,xxx.xx
2 nd Release (7.5%): Customizations	xxx,xxx,xxx.xx
10% upon completion of warranty/Post Go-Live support	xxx,xxx,xxx.xx
Sub-Total	xxx,xxx,xxx.xx
Software Subscription with Maintenance Services for Five (5) Years	
*Year 1 upon Go Live	xxx,xxx,xxx.xx
Year 2	xxx,xxx,xxx.xx
Year 3	xxx,xxx,xxx.xx
Year 4	xxx,xxx,xxx.xx
Year 5	xxx,xxx,xxx.xx
Sub-Total	xxx,xxx,xxx.xx
Cloud Hosting for Five (5) Years	
**Year 1 upon Go Live	xxx,xxx,xxx.xx
Year 2	xxx,xxx,xxx.xx
Year 3	xxx,xxx,xxx.xx
Year 4	xxx,xxx,xxx.xx
Year 5	xxx,xxx,xxx.xx
Sub-Total	xxx,xxx,xxx.xx
TOTAL PROJECT COST (VAT and ALL taxes inclusive)	xxx,xxx,xxx.xx

Notes: *Software subscription Year 1 shall start upon Go-Live of base solution in the Pilot units based on the number of requirements implemented

**Cloud Hosting Year 1 shall start upon Go Live of base solution in the pilot Units

Bidder shall supply the amount for applicable cost elements and shall put zero (0) in the irrelevant component/s.

TOTAL PROJECT COST (in words): _____

8. Qualification Requirements

A. Shortlisting

Evaluation Criteria	Minimum Required Standards
<p>1. Firm Credentials (Experience, Expertise and Capability) This criterion evaluates the bidder's experience, expertise and capability to deliver the proposed solution, as well as the results of satisfaction ratings of previous engagements, are considered.</p>	<p>Bidders must:</p> <ul style="list-style-type: none"> ✓ Have at least three (3) years of relevant experience in successfully implementing the proposed solution on cloud or on premise. Provide the Client Name, Project Name, Project Description, Project Start Date, Project Completion/Implementation Date, and Contact Person and Number/Email Address using the revised Firm Credentials Information Sheet (Annex F). ✓ Have at least one (1) implementation of any solution on cloud. ✓ Have successfully implemented IT solutions with at least three (3) customers. Submit at least three (3) fully filled-out revised Customer Satisfaction Survey (CSS) Forms (Annex G) with at least "Satisfactory" rating issued by customers for which the bidder has successfully implemented the following IT projects: <ol style="list-style-type: none"> 1. Proposed solution; 2. Any solution on cloud, which may also be the proposed solution; and 3. Other solutions ✓ The bidder shall engage the services of a Cloud Service Provider (CSP) with at least five (5) years experience in providing cloud services. Submit a self-certification that the bidder will engage such CSP.
<p>2. Personnel Qualifications This criterion assesses the relevant work experience and educational attainment of the</p>	<p>Submit biographical information using the prescribed revised Project Team Information Sheet template (Annex H)</p>

Evaluation Criteria	Minimum Required Standards
<p>bidder key personnel (i.e., Project Manager, Business Analyst, Technical Lead, and Technical Support Staff) identified to implement the proposed solution.</p>	<p>Project Manager:</p> <ul style="list-style-type: none"> ○ At least three (3) years of experience in IT as Project Manager; and ○ At least two (2) years of actual experience in implementing the proposed solution/application software. <p>*Business Analyst:</p> <ul style="list-style-type: none"> ○ At least two (2) years of experience as Business Analyst; and ○ At least two (2) years of actual experience in implementing the proposed solution/application software. <p>Technical Team Lead:</p> <ul style="list-style-type: none"> ○ At least two (2) years of experience as Technical Team Lead; and ○ At least two (2) years of actual experience in implementing the proposed solution/application software. <p>Technical Support Staff [i.e., 3 Systems Analysts (SA) and 5 Programmers, or 8 SAs/Programmers]:</p> <ul style="list-style-type: none"> ○ The average years of experience of all the proposed technical support staff shall be at least 2.5 years ○ The average years of actual experience in implementing the solution/application software of all the proposed technical support staff shall be at least 1.5 years ○ At least one (1) member of the proposed technical team (Technical Team Lead or Technical Support Staff) is certified in cloud services implementation.

B. Technical Requirements

Evaluation Criteria	Minimum Required Standards
<p>1. Fit to Functional Requirements This criterion assesses the proposed solution against the user requirements that it must satisfy and the functions that it should perform, to support the system owner's business needs and objectives.</p>	<p>✓ The software solution should be 100% compliant to the <i>Mandatory Functional requirements*</i> with maximum 50% for customization</p> <p>✓ The software solution should be at least 60% compliant to <i>Recommended Functional requirements*</i></p> <p><i>*Based on the Solution Provider's accomplished Requirements Compliance Form (RCF).</i></p>
<p>2. Fit to Non-Functional Requirements This criterion considers the proposed solution's fit to the non-functional requirements, i.e., the constraints on various attributes of the system and the development process relating to the functional requirements</p>	<p>✓ The software solution should be 100% compliant to the <i>Mandatory Non-Functional requirements*</i> with maximum 20% for customization</p> <p>✓ The software solution should be at least 80% compliant to the <i>Recommended Non-Functional requirements*</i></p> <p><i>*Based on the Solution Provider's accomplished Requirements Compliance Form (RCF).</i></p>
<p>3. Implementation Methodology This criterion evaluates the proposed implementation approach with regards to the logical and systematic sequencing of activities, realistic estimation of work effort and duration, timely and quality delivery of work products, management of project schedule, scope and resources, and the overall soundness of the implementation methodology.</p>	<p>✓ Bidder's proposed solution must clearly discuss the following:</p> <ol style="list-style-type: none"> 1. Proposed Solution Architecture Overview <ul style="list-style-type: none"> ○ Technical Architecture ○ Solution components (software, services) 2. Implementation and project management methodology <ul style="list-style-type: none"> ○ Statement of Work ○ Detailed description of all major tasks, ○ Deliverable item, if any, for each of the major tasks, and ○ Completion criteria for each of the major tasks

Evaluation Criteria	Minimum Required Standards
	<p>3. LANDBANK Responsibilities</p> <ul style="list-style-type: none"> o Specific responsibilities relating to resources, skills, infrastructure, documentations, processes, etc., that LANDBANK must satisfy <p>4. Assumptions, Constraints, Dependencies</p> <p>5. Schedules</p> <ul style="list-style-type: none"> o Major milestones, o Delivery schedule, and o Project schedule (major tasks, durations, start and end dates, Gantt chart) <p>6. Organizational Chart of the Project Team</p>
<p>4. Support Base This criterion considers capability of the bidder to provide immediate and cost-effective on-site/off-site support or assistance</p>	<p>Bidder must have or must set up a Support Center within the Philippines manned by skilled and experienced technical support staff for the proposed solution. This shall be stipulated in the contract. Provide proof of location or certification that support center is within the Philippines to be issued by the bidder.</p>

9. Evaluation Criteria

Bidders will be rated accordingly as shown in the table below:

A. Shortlisting

CRITERIA	WEIGHT	SCORE	REMARKS										
<p>1. Firm Credentials (Experience, Expertise and Capability)</p> <p>a. Years of experience</p> <table border="1" data-bbox="325 555 906 976"> <tr> <td data-bbox="325 555 804 763"> <p><u>Exceeds minimum qualifications</u></p> <ul style="list-style-type: none"> More than three (3) years of relevant experience in successfully implementing the proposed solution on cloud or on premise </td> <td data-bbox="804 555 906 763">13%</td> </tr> <tr> <td data-bbox="325 763 804 976"> <p><u>Meets minimum qualifications</u></p> <ul style="list-style-type: none"> At least three (3) years of relevant experience in successfully implementing the proposed solution on cloud or on premise </td> <td data-bbox="804 763 906 976">10%</td> </tr> </table> <p>b. Satisfactory Ratings</p> <table border="1" data-bbox="325 1043 906 1608"> <tr> <td data-bbox="325 1043 804 1323"> <p><u>Exceeds minimum qualifications</u></p> <ul style="list-style-type: none"> Submitted more than three (3) fully filled-out Customer Satisfaction Survey (CSS) Forms (Annex G) with at least "satisfactory" ratings for previous successful engagements. </td> <td data-bbox="804 1043 906 1323">12%</td> </tr> <tr> <td data-bbox="325 1323 804 1608"> <p><u>Meets minimum qualifications</u></p> <ul style="list-style-type: none"> Submitted at least three (3) fully filled-out Customer Satisfaction Survey (CSS) Forms (Annex G) with at least "satisfactory" ratings for previous successful engagements. </td> <td data-bbox="804 1323 906 1608">10%</td> </tr> </table> <p>c. Implementation of the proposed solution</p> <table border="1" data-bbox="325 1709 906 1872"> <tr> <td data-bbox="325 1709 804 1872"> <p><u>Exceeds minimum qualifications</u></p> <ul style="list-style-type: none"> More than one (1) implementation of any solution on cloud </td> <td data-bbox="804 1709 906 1872">15%</td> </tr> </table>	<p><u>Exceeds minimum qualifications</u></p> <ul style="list-style-type: none"> More than three (3) years of relevant experience in successfully implementing the proposed solution on cloud or on premise 	13%	<p><u>Meets minimum qualifications</u></p> <ul style="list-style-type: none"> At least three (3) years of relevant experience in successfully implementing the proposed solution on cloud or on premise 	10%	<p><u>Exceeds minimum qualifications</u></p> <ul style="list-style-type: none"> Submitted more than three (3) fully filled-out Customer Satisfaction Survey (CSS) Forms (Annex G) with at least "satisfactory" ratings for previous successful engagements. 	12%	<p><u>Meets minimum qualifications</u></p> <ul style="list-style-type: none"> Submitted at least three (3) fully filled-out Customer Satisfaction Survey (CSS) Forms (Annex G) with at least "satisfactory" ratings for previous successful engagements. 	10%	<p><u>Exceeds minimum qualifications</u></p> <ul style="list-style-type: none"> More than one (1) implementation of any solution on cloud 	15%	50%		
<p><u>Exceeds minimum qualifications</u></p> <ul style="list-style-type: none"> More than three (3) years of relevant experience in successfully implementing the proposed solution on cloud or on premise 	13%												
<p><u>Meets minimum qualifications</u></p> <ul style="list-style-type: none"> At least three (3) years of relevant experience in successfully implementing the proposed solution on cloud or on premise 	10%												
<p><u>Exceeds minimum qualifications</u></p> <ul style="list-style-type: none"> Submitted more than three (3) fully filled-out Customer Satisfaction Survey (CSS) Forms (Annex G) with at least "satisfactory" ratings for previous successful engagements. 	12%												
<p><u>Meets minimum qualifications</u></p> <ul style="list-style-type: none"> Submitted at least three (3) fully filled-out Customer Satisfaction Survey (CSS) Forms (Annex G) with at least "satisfactory" ratings for previous successful engagements. 	10%												
<p><u>Exceeds minimum qualifications</u></p> <ul style="list-style-type: none"> More than one (1) implementation of any solution on cloud 	15%												

CRITERIA		WEIGHT	SCORE	REMARKS
<u>Meets minimum qualifications</u> <ul style="list-style-type: none"> At least one (1) implementation of any solution on cloud 	10%			
d. Engagement of Cloud Service Provider				
<u>Exceeds minimum qualifications</u> <ul style="list-style-type: none"> The CSP to be engaged has more than five (5) years' experience in providing cloud services. 	10%			
<u>Meets minimum qualifications</u> <ul style="list-style-type: none"> The CSP to be engaged has at least five (5) years' experience in providing cloud services. 	5%			
2. Personnel Qualification		50%		
a. Project Manager to be assigned is highly qualified to implement the engagement				
i. Years of experience				
<u>Exceeds minimum qualifications</u> <ul style="list-style-type: none"> More than three (3) years of experience in IT as Project Manager 	6%			
<u>Meets minimum qualifications</u> <ul style="list-style-type: none"> At least three (3) years of experience in IT as Project Manager 	4%			
ii. Implementation of proposed solution				
<u>Exceeds minimum qualifications</u> <ul style="list-style-type: none"> More than two (2) years of actual experience in implementing the proposed solution/application software. 	6%			
<u>Meets minimum qualifications</u> <ul style="list-style-type: none"> At least two (2) years of actual experience in implementing the proposed solution/application software. 	5%			

CRITERIA	WEIGHT	SCORE	REMARKS								
<p>b. Business Analyst to be assigned is highly qualified to implement the engagement even in the absence of the Team Leader</p> <p>i. Years of experience</p> <table border="1" data-bbox="317 427 900 734"> <tr> <td data-bbox="317 427 796 573"> <u>Exceeds minimum qualifications</u> • More than two (2) years of experience in IT as Business Analyst </td> <td data-bbox="796 427 900 573">6%</td> </tr> <tr> <td data-bbox="317 573 796 734"> <u>Meets minimum qualifications</u> • At least two (2) years of experience in IT as Business Analyst </td> <td data-bbox="796 573 900 734">4%</td> </tr> </table> <p>ii. Implementation of proposed solution</p> <table border="1" data-bbox="317 837 900 1193"> <tr> <td data-bbox="317 837 796 1014"> <u>Exceeds minimum qualifications</u> • More than two (2) years of actual experience in implementing the proposed solution/application software. </td> <td data-bbox="796 837 900 1014">6%</td> </tr> <tr> <td data-bbox="317 1014 796 1193"> <u>Meets minimum qualifications</u> • At least two (2) years of actual experience in implementing the proposed solution/application software. </td> <td data-bbox="796 1014 900 1193">5%</td> </tr> </table>	<u>Exceeds minimum qualifications</u> • More than two (2) years of experience in IT as Business Analyst	6%	<u>Meets minimum qualifications</u> • At least two (2) years of experience in IT as Business Analyst	4%	<u>Exceeds minimum qualifications</u> • More than two (2) years of actual experience in implementing the proposed solution/application software.	6%	<u>Meets minimum qualifications</u> • At least two (2) years of actual experience in implementing the proposed solution/application software.	5%			
<u>Exceeds minimum qualifications</u> • More than two (2) years of experience in IT as Business Analyst	6%										
<u>Meets minimum qualifications</u> • At least two (2) years of experience in IT as Business Analyst	4%										
<u>Exceeds minimum qualifications</u> • More than two (2) years of actual experience in implementing the proposed solution/application software.	6%										
<u>Meets minimum qualifications</u> • At least two (2) years of actual experience in implementing the proposed solution/application software.	5%										

CRITERIA	WEIGHT	SCORE	REMARKS								
<p>c. Technical Team Lead to be assigned is highly qualified to perform the required tasks</p> <p>i. Years of experience</p> <table border="1" data-bbox="323 427 906 712"> <tr> <td data-bbox="323 427 802 568"> <u>Exceeds minimum qualifications</u> • More than two (2) years of experience in IT as Technical Team Lead </td> <td data-bbox="802 427 906 568">6%</td> </tr> <tr> <td data-bbox="323 568 802 712"> <u>Meets minimum qualifications</u> • At least two (2) years of experience in IT as Technical Team Lead </td> <td data-bbox="802 568 906 712">4%</td> </tr> </table> <p>ii. Implementation of proposed solution</p> <table border="1" data-bbox="323 813 906 1167"> <tr> <td data-bbox="323 813 802 987"> <u>Exceeds minimum qualifications</u> • More than two (2) of actual experience in implementing the proposed solution/application software. </td> <td data-bbox="802 813 906 987">6%</td> </tr> <tr> <td data-bbox="323 987 802 1167"> <u>Meets minimum qualifications</u> • At least two (2) years of actual experience in implementing the proposed solution/application software. </td> <td data-bbox="802 987 906 1167">5%</td> </tr> </table>	<u>Exceeds minimum qualifications</u> • More than two (2) years of experience in IT as Technical Team Lead	6%	<u>Meets minimum qualifications</u> • At least two (2) years of experience in IT as Technical Team Lead	4%	<u>Exceeds minimum qualifications</u> • More than two (2) of actual experience in implementing the proposed solution/application software.	6%	<u>Meets minimum qualifications</u> • At least two (2) years of actual experience in implementing the proposed solution/application software.	5%			
<u>Exceeds minimum qualifications</u> • More than two (2) years of experience in IT as Technical Team Lead	6%										
<u>Meets minimum qualifications</u> • At least two (2) years of experience in IT as Technical Team Lead	4%										
<u>Exceeds minimum qualifications</u> • More than two (2) of actual experience in implementing the proposed solution/application software.	6%										
<u>Meets minimum qualifications</u> • At least two (2) years of actual experience in implementing the proposed solution/application software.	5%										
<p>c. Technical Support Staff</p> <p>i. Years of experience</p> <table border="1" data-bbox="323 1290 906 1644"> <tr> <td data-bbox="323 1290 802 1464"> <u>Exceeds minimum qualifications</u> • Average years of experience of all the proposed technical support staff is more than 2.5 years </td> <td data-bbox="802 1290 906 1464">5%</td> </tr> <tr> <td data-bbox="323 1464 802 1644"> <u>Meets minimum qualifications</u> • Average years of experience of all the proposed technical support staff is at least 2.5 years </td> <td data-bbox="802 1464 906 1644">3%</td> </tr> </table> <p>ii. Implementation of proposed solution</p> <table border="1" data-bbox="323 1749 906 1883"> <tr> <td data-bbox="323 1749 802 1883"> <u>Exceeds minimum qualifications</u> • The average years of actual experience in implementing the solution/application </td> <td data-bbox="802 1749 906 1883">5%</td> </tr> </table>	<u>Exceeds minimum qualifications</u> • Average years of experience of all the proposed technical support staff is more than 2.5 years	5%	<u>Meets minimum qualifications</u> • Average years of experience of all the proposed technical support staff is at least 2.5 years	3%	<u>Exceeds minimum qualifications</u> • The average years of actual experience in implementing the solution/application	5%					
<u>Exceeds minimum qualifications</u> • Average years of experience of all the proposed technical support staff is more than 2.5 years	5%										
<u>Meets minimum qualifications</u> • Average years of experience of all the proposed technical support staff is at least 2.5 years	3%										
<u>Exceeds minimum qualifications</u> • The average years of actual experience in implementing the solution/application	5%										

CRITERIA		WEIGHT	SCORE	REMARKS
software of all the proposed technical support staff is more than 1.5 years				
<u>Meets minimum qualifications</u> • The average years of actual experience in implementing the solution/application software of all the proposed technical support staff shall be at least 1.5 years	3%			
Note: Proposed Technical Support Staff will be rated individually and the final rating will be the average score				
e. Cloud Certification				
<u>Exceeds minimum qualifications</u> • More than one (1) proposed Technical Staff and/or the Technical Team Lead are certified in cloud services implementation.	4%			
<u>Meets minimum qualifications</u> • At least one (1) proposed Technical Staff and/or the Technical Team Lead is certified in cloud services implementation.	2%			
TOTAL		100%		

- Non-compliance to any of the Minimum Required Standards specified in Section 8.A Qualification Requirements - Shortlisting would automatically result to the disqualification of the Bidder.
- Bidders must obtain a minimum score of 70% in the Evaluation Criteria -- Shortlisting to be included in the list of qualified bidders. Only the top 3 bidders who/which meet the minimum score shall be eligible for the next stage of bidding.

B. Technical Requirements

CRITERIA	WEIGHT	SCORE	REMARKS												
1. Fit to Functional Requirements <table border="1" style="margin-left: 20px;"> <tr> <td colspan="2"><u>Mandatory requirements</u></td> </tr> <tr> <td>i. 100% compliance with less than 50% customizations</td> <td>30%</td> </tr> <tr> <td>ii. 100% compliance with up to 50% customization</td> <td>25%</td> </tr> <tr> <td colspan="2"><u>Recommended requirements</u></td> </tr> <tr> <td>i. More than 60% compliance</td> <td>10%</td> </tr> <tr> <td>ii. At least 60% compliance</td> <td>5%</td> </tr> </table>	<u>Mandatory requirements</u>		i. 100% compliance with less than 50% customizations	30%	ii. 100% compliance with up to 50% customization	25%	<u>Recommended requirements</u>		i. More than 60% compliance	10%	ii. At least 60% compliance	5%	40%		
<u>Mandatory requirements</u>															
i. 100% compliance with less than 50% customizations	30%														
ii. 100% compliance with up to 50% customization	25%														
<u>Recommended requirements</u>															
i. More than 60% compliance	10%														
ii. At least 60% compliance	5%														
2. Fit to Non-Functional Requirements <table border="1" style="margin-left: 20px;"> <tr> <td colspan="2"><u>Mandatory requirements</u></td> </tr> <tr> <td>i. 100% compliance with less than 20% customizations</td> <td>30%</td> </tr> <tr> <td>ii. 100% compliance with up to 20% customization</td> <td>10%</td> </tr> <tr> <td colspan="2"><u>Recommended requirements</u></td> </tr> <tr> <td>i. More than 80% compliance</td> <td>10%</td> </tr> <tr> <td>ii. At least 80% compliance</td> <td>5%</td> </tr> </table>	<u>Mandatory requirements</u>		i. 100% compliance with less than 20% customizations	30%	ii. 100% compliance with up to 20% customization	10%	<u>Recommended requirements</u>		i. More than 80% compliance	10%	ii. At least 80% compliance	5%	40%		
<u>Mandatory requirements</u>															
i. 100% compliance with less than 20% customizations	30%														
ii. 100% compliance with up to 20% customization	10%														
<u>Recommended requirements</u>															
i. More than 80% compliance	10%														
ii. At least 80% compliance	5%														
3. Implementation Methodology <table border="1" style="margin-left: 20px;"> <tr> <td>Proposed Solution Architecture Overview</td> <td>1%</td> </tr> <tr> <td>Implementation and project management methodology</td> <td>1%</td> </tr> <tr> <td>LANDBANK Responsibilities</td> <td>1%</td> </tr> <tr> <td>Assumptions, Constraints, Dependencies</td> <td>1%</td> </tr> <tr> <td>Schedule <i>Note: Must be aligned with the required delivery schedule</i></td> <td>5%</td> </tr> <tr> <td>Organizational Chart of the Project Team</td> <td>1%</td> </tr> </table>	Proposed Solution Architecture Overview	1%	Implementation and project management methodology	1%	LANDBANK Responsibilities	1%	Assumptions, Constraints, Dependencies	1%	Schedule <i>Note: Must be aligned with the required delivery schedule</i>	5%	Organizational Chart of the Project Team	1%	10%		
Proposed Solution Architecture Overview	1%														
Implementation and project management methodology	1%														
LANDBANK Responsibilities	1%														
Assumptions, Constraints, Dependencies	1%														
Schedule <i>Note: Must be aligned with the required delivery schedule</i>	5%														
Organizational Chart of the Project Team	1%														
4. Support Base <table border="1" style="margin-left: 20px;"> <tr> <td>Within Metro Manila</td> <td>10%</td> </tr> <tr> <td>Outside Metro Manila</td> <td>5%</td> </tr> </table>	Within Metro Manila	10%	Outside Metro Manila	5%	10%										
Within Metro Manila	10%														
Outside Metro Manila	5%														
TOTAL	100%														

10. Bid Evaluation

A. Bid Evaluation Procedure – Quality-Cost Based Evaluation (QCBE)/Selection (per RA 9184)

B. Bidder must obtain a minimum score of 60% for the Technical Criteria specified in Section 9.

- ✓ A bidder must fully comply with and deliver each and every *Mandatory* requirement. Bidder shall signify its commitment to fully comply with and deliver each of the *Mandatory* requirement by stating "*Bidder's Name* understands and will comply" under the *Remarks* column of the Requirements Compliance Form (RCF) for each and every *Mandatory* requirement;
- ✓ A bidder must fully comply with and deliver at least 60% of the total Functional *Recommended* requirements and at least 80% of the total Non-Functional *Recommended* requirements; that is, if the total number of *Recommended* requirements is *N*, then bidder must state "*Bidder's Name* understands and will comply" under the *Remarks* column of the RCF for at least 60% of the *N* *Functional Recommended* requirements and at least 80% of the *N* *Non-functional Recommended* requirements

Illustration 1: If $N = 42$, then bidder must state "*Bidder's Name* understands and will comply" for at least 25 of the Functional *Recommended* requirements.

If $N = 5$, then bidder must state "*Bidder's Name* understands and will comply" for at least 4 of the *Non-functional Recommended* requirements.

NOTE: LANDBANK will interpret the statement "[Bidder's Name] understands and will comply" as bidder's commitment to fully comply with and deliver the LANDBANK requirement.

C. Overall Bid Evaluation Criteria and Rating System

	Weight (a)	Raw Score (b)	Score (ab)	Remarks						
1. Technical Criteria (Functional and Non-Functional Requirements, Implementation Methodology and Support Base)	80%									
2. Financial Criteria The proposed bid price of participating bidder:	20%									
<table border="1" style="width: 100%;"> <thead> <tr> <th>Condition</th> <th>Raw Score</th> </tr> </thead> <tbody> <tr> <td>Lowest Bid</td> <td>100%</td> </tr> <tr> <td>Other Bids</td> <td>BS</td> </tr> </tbody> </table>	Condition	Raw Score	Lowest Bid	100%	Other Bids	BS				
Condition	Raw Score									
Lowest Bid	100%									
Other Bids	BS									
$BS = 100 * BL/B$ <p>Where: BS – Score of bid under consideration BL – Price of lowest bid B – Price of bid under Consideration</p>										
GRAND TOTAL	100%									

Note: Financial Proposal shall have a weight of 15% minimum up to a maximum of 40% - (2016 IRR, R.A. 9184, Section 33.2.1(b).ii)

11. Proposal Requirements

The proposal must include the following required information/documents:

A. Shortlisting:

1. Firm Credentials Information Sheet – Revised Annex F
2. Customer Satisfaction Survey Forms – Revised Annex G
3. Project Team Information Sheet – Revised Annex H
4. Notarized Self-certification stating that the bidder will engage the services of a Cloud Service Provider (CSP) with at least five (5) years experience in providing cloud services. The name of the proposed CSP and its actual years of experience in providing cloud services shall be also stated in the said Certification.
5. Cloud Certification/s issued by the engaged CSP to the proposed Tech Team Lead and/or Technical Support Staff.

B. Technical Proposal:

1. Requirements Compliance Form (RCF) with response to each requirement. Standard response to each requirement shall be "*Solution Provider's Name* understands and will comply". Refer to Section 4. System Requirements on how to fill-out the RCF.
2. Implementation Methodology Document which discusses the following information:
 - a. Proposed Solution Architecture Overview
 - ✓ Technical Architecture,
 - ✓ Solution components (software, services), and
 - b. Implementation and project management methodology
 - ✓ Statement of Work shall clearly define and sufficiently detailed the roles of both parties to deliver specific service/activity
 - ✓ Detailed description of all major tasks.
 - ✓ Deliverable item, if any, for each of the major tasks, and
 - ✓ Completion criteria for each of the major tasks
 - c. LANDBANK Responsibilities
 - ✓ Specific responsibilities relating to resources, skills, infrastructure, documentations, processes, etc., that LANDBANK must satisfy
 - d. Assumptions, Constraints, Dependencies
 - e. Schedules
 - ✓ Major milestones,
 - ✓ Delivery schedule, and
 - ✓ Project schedule (major tasks, durations, start and end dates, Gantt chart)
 - f. Organizational Chart of the Project Team
3. Certification issued by the bidder that it has Support Center within the Philippines

Failure to submit any of the above requirements is sufficient cause for disqualification.

C. Other requirements to be submitted by the winning bidder:

1. Signed Confidentiality Agreement (Annex J) and Acceptable Use Policy Compliance Commitment Certificate (Annex K).
2. License and/or Maintenance Agreements
3. Proof or any certification that the bidder has a well-defined security policies and procedures in place to ensure confidentiality, integrity and availability of Bank's data and privacy of personal information.
4. A Service Organization Control (SOC) 2 Type 2 or any equivalent Third Party/Independent Report for CSP
5. Business Continuity Plan (BCP). Refer to Section 4, Item M.18 of the TOR.

12. Other Terms and Conditions

A. Terms of Reference Standard Information

This **revised Terms of Reference (TOR)** is issued in accordance with the Implementing Rules and Regulations Part A (IRR-A) of Republic Act Number 9184 (RA 9184). In case of conflict, the more stringent guideline/provision shall prevail.

The contents of this document, including all appendices and attachments, are confidential to LANDBANK and are provided solely for the purpose of this TOR.

1. Discussions/Negotiations

Notwithstanding the acceptance of the proposal and award in favor of the Solution Provider without discussions, LANDBANK is not precluded and has the right to initiate discussions with the Solution Provider as LANDBANK deems necessary. The Solution Provider should be prepared to send qualified personnel to the LANDBANK office to discuss the technical, commercial and other contractual aspects of its proposal.

2. Award of Contract

Award of contract will be made to the Solution Provider only after successful negotiations and determination that its proposal is the most advantageous to LANDBANK.

B. Proposal Preparation

This **revised TOR** provides the instructions governing the proposal to be submitted and a description of the mandatory requirements. To be eligible for consideration, the Solution Provider must meet the intent of all mandatory requirements. Compliance with the intent of all the requirements will be determined by the LANDBANK Head Office Bids and Awards Committee (HOBAC).

The Solution Provider must organize its proposal into sections following the format of this TOR, with tabs separating each section. Refer to Section 10 Proposal Requirements for the required information/document that must be included in the proposal.

In case the Solution Provider's proposal does not comply with the specified proposal format, or is difficult to understand, read, or lacks any of the requested information, the proposal will be returned for immediate revision. Revision shall be undertaken not later than three (3) days from its return.

Responses similar to, "Refer to our literature..." or "Please see [www.....com](#)" are not acceptable. All materials related to a response must be submitted together with the proposal and not just referenced. Any

references in an answer to another location in the TOR materials must indicate the specific page numbers and sections stated in the reference.

1. Price Sheet

For the financial portion of the proposal, the Solution Provider must utilize the form Cost Analysis Sheet and Payment Milestones found in Section 7.0, which will serve as the basis for evaluating its price quotation. The Solution Provider should include additional information as necessary to explain in detail its price quotation.

C. Proposal Submission

Only electronic bids that are successfully uploaded to the Secure File Transfer Facility (SFTF) of LANDBANK on or before the deadline shall be accepted. Submission of the physical bid (hard copy) shall not be accepted. The prescribed procedures in the submission and opening of electronic bids are stated in the Detailed Procedures in Submission and Opening of Electronic Bids. Late bids shall not be accepted

The Solution Provider must submit:

- o Two (2) sets of its technical and financial proposals
- o Its proposal to the LANDBANK's HOBAC on or before the deadline set.

1. Signed Proposals

The proposals must be signed in ink by the Solution Provider's authorized personnel to make them legally binding documents.

2. Validity Period

The submitted proposal will not be modified, withdrawn or cancelled by the Solution Provider for a 120-day period following the deadline for submission, or receipt of best and final offer, if required.

D. Oral Presentation / Product Demonstration

The Solution Provider may be required to make an oral presentation and product demonstration to clarify its response or to further define its proposals. Oral presentations and product demonstrations, if requested, shall be at the Solution Provider's expense and shall be attended by their Business Analyst and Technical personnel.

E. Compliance with Laws, Policies, Processes, Regulations and Standards

The Solution Provider must, in performance of work under this contract, fully comply with all applicable national or local laws and executive orders, regulations, and LANDBANK policies, processes; and Project Management and System Development Life Cycle standards. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision.

F. Contract Contents

This **revised TOR** and any addenda, the Solution Provider's response including any amendments, any best and final offers, any Supplemental/Bid Bulletins, and any negotiations shall be included in any resulting contract. Section 11. Proposal Requirements enumerates all the required information and documents that the Solution Provider must submit as part of its proposal to qualify for further consideration, and will serve as basis for any contract between the Bank and the Solution Provider.

TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE REVISED TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

TPF 8. Activity (Work) Schedule

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of project.]</i>											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
Activity (Work)												

B. Completion and Submission of Report/s

Report	Date
Project Work Plan	

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, *i.e.*, *[Date]*.

In accordance with GCC Clause 50.1, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), **revised Terms of Reference (TOR)**, the provisions relating to the eligibility of Consultant and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

FPF 2. SUMMARY OF COSTS

Costs	Currency(ies) ¹	Amount in Philippine Peso
Sub Total		Php _____
Local Taxes		_____
Total Amount of Financial Proposal		Php _____

The following document/s shall be submitted in support of the compliance of the Bid to the FPF 2:

- **Cost Analysis Sheet and Payment Milestones Sheet based on Item 7.0 of the Revised Section VI. Terms of Reference**

¹ In cases of contracts involving foreign consultants, indicate the exchange rate used.

Checklist of Bidding Documents for Procurement of Consulting Services

Technical Proposal (PDF File)

The Technical Proposal shall contain documents sequentially arranged as follows (may include other documents as stated in the Bidding Documents):

1. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture (see sample form - Form No. 3).
2. TPF 1 – Technical Proposal Submission Form
3. TPF 2 – Experience of the Firm/Consultant References
4. **TPF 3 – Comments and Suggestions of Consultant on the revised Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity**
5. TPF 4 – Description of the Methodology and Work Plan for Performing the Project
 - 5.1. Duly accomplished Requirement Compliance Form (RCF)
 - 5.2. Implementation Methodology Document
 - 5.3. Certification issued by the bidder that it has Support Center within the Philippines
6. TPF 5 – Team Composition and Task
7. TPF 6 – Format of Curriculum Vitae (CV) for Proposed Professional Staff
8. TPF 7 – Time Schedule for Professional Personnel
9. **Revised TPF 8 – Activity (Work) Schedule**
10. Form No. 6 – Deliverable Items Summary
11. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
12. Duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.2).

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

Financial Proposal (PDF File)

The Financial Component shall contain documents sequentially arranged as follows:

1. Revised FPF 1 – Financial Proposal Submission Form
2. Revised FPF 2 – Summary of Costs
 - 2.1 Cost Analysis Sheet, and Payment Milestones based on Item 7.0 of the revised Section VI. Terms of Reference
3. FPF 3 – Breakdown of Price per Activity
4. FPF 4 – Breakdown of Remuneration per Activity
5. FPF 5 – Travel Expenses, Office Rent, Accommodation and Clerical Assistance per Activity per Activity
6. FPF 6 – Miscellaneous Expenses

The forms attached to the Bidding Documents may be reproduced or reformatted provided the information required in the original forms and other requirements like signatures, if applicable, are complied with in the submittal.