



LANDBANK

SERVING
THE NATION

**SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-HOBAC-ITB-GS-20230915-01**

PROJECT : **Air Transport/Chartering Services**
IMPLEMENTOR : **HOBAC Secretariat Unit**
DATE : **October 13, 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 Terms of Reference (Annexes D-1 to D-19), Technical Specifications (Section VII) and Checklist of Bidding Documents (Item No. 12 of Technical Documents and Item Nos. 3, 7 & 12 of Other Documents to Support Compliance with Technical Specifications) have been revised. Please see attached revised Annexes D-1 to D-19 and specific sections of the Bidding Documents.
- 3) Responses to bidder's queries/clarifications per Annex F.


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

Technical Specifications

| Specification | Statement of Compliance |
|--|--|
| <p data-bbox="316 1238 727 1267">Air Transport/Chartering Services</p> <ol data-bbox="220 1301 836 1615" style="list-style-type: none"><li data-bbox="220 1301 836 1391">1. Scope of works and other requirements per attached revised Terms of Reference (Annexes D-1 to D-19).<li data-bbox="220 1429 836 1615">2. The documentary requirements enumerated in Section F (Annexes D-2 to D-4) of the revised Terms of Reference shall be submitted in support of the compliance of the Bid to the Technical Specifications and other requirements. <p data-bbox="272 1653 836 1742">Non-submission of the documents/requirements may result in bidder's post-disqualification.</p> | <p data-bbox="863 416 1401 566">Bidders must state below either "Comply" or "Not Comply" against each of the individual parameters of each Specification preferably stating the corresponding performance parameter of the product offered</p> <p data-bbox="863 602 1401 1171">Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</p> <p data-bbox="975 1238 1289 1301">Please state here either "Comply" or "Not Comply"</p> |

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Checklist of Bidding Documents for Procurement of Goods and Services

The documents for each component should be arranged as per this Checklist. Kindly provide guides or dividers with appropriate labels.

Eligibility and Technical Components (PDF File)

- The Eligibility and Technical Component shall contain documents sequentially arranged as follows:

- Eligibility Documents – Class “A”

Legal Eligibility Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).

Technical Eligibility Documents

2. 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 or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (sample form - Form No. 7).
3. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
4. Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).

Financial Eligibility Documents

5. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
 6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation
- Eligibility Documents – Class “B”
7. Duly signed valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential

joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.

8. For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos, Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder, if applicable.
- o Technical Documents
 10. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
 11. Section VI – Schedule of Requirements with signature of bidder's authorized representative.
 12. **Revised Section VII – Specifications with response on compliance and signature of bidder's authorized representative.**
 13. Duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).

Note: During the opening of the first bid envelopes (Eligibility and Technical Components) only the above documents will be checked by the BAC if they are all present using a non-discretionary "pass/fail" criterion to determine each bidder's compliance with the documents required to be submitted for eligibility and the technical requirements.

- o Other Documents to Support Compliance with Technical Specifications [must be submitted inside the first bid envelope (Eligibility and Technical Components)]
 1. Original printed product brochure(s) or photocopy of the original printed product brochure(s) or printed product brochure(s) downloaded from the Internet with indication of its source (i.e. website) containing all the technical information of the aircraft.
 2. Current and valid Certificate of Authority from Civil Aeronautics Board to operate non-scheduled domestic air transportation services.
 3. **Current and valid Civil Aviation Authority of the Philippines (CAAP) Certificates for company-owned aircrafts or company-leased operated aircrafts, viz:**
 - 1.1 Registration Certificate of the Aircraft
 - 1.2 Airworthiness Certificate of the Aircraft
 - 1.3 Air Operator's Certificate
 - 1.4 Approved Aircraft Maintenance Organization
 - 1.5 Certificate of No Incident/Accident for the past five (5) years

4. Current and valid clearances of the Pilots, Mechanics and Flight Coordinator/s from the National Bureau of Investigation.
 5. List of bidders' regular Pilots, Mechanics and Flight Coordinator/s including their respective resumes.
 6. Authenticated copies of the valid and current licenses of the Pilots and Mechanics issued by CAAP.
 7. **Notarized self-certification from the bidder as required under Section F-7 (Annex D-3) of the revised Terms of Reference.**
 8. Certificate of Satisfactory Performance for at least three (3) completed contracts issued by the bidder's client, excluding LANDBANK, from 2019 onwards.
 9. Copy of Insurance Policy in the name of the bidder with coverage of combined single limit of US\$ 40,000,000.00 for any occurrence/aircraft and US\$ 250,000.00 for each LANDBANK Personnel on board the aircraft.
 10. Photocopy of approved Business Continuity Plan.
 11. Certification from CAAP or equivalent document stating that the bidder has a slotting priority and preference for departure and Estimated Departure Clearance Time.
 12. **List of at least (5) corporate clients in the Philippines for the last three (3) years starting 2020 onwards and copy of Purchase Order or bidder's Completed Contract.**
 13. List of fixed-wing and rotary-wing aircrafts including back-up aircrafts with Registration Number issued by CAAP to be used by the Chairman of the Board and Cash Operations Support Department of LANDBANK.
 14. Periodic maintenance records of all aircrafts listed under Item No. 13.
- o Post-Qualification Documents/Requirements – [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.6).
 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 (sample form – Form No. 7).

Financial Component (PDF File)

- The Financial Component shall contain the documents sequentially arranged as follows:
 1. Duly filled out Bid Form signed by the bidder's authorized representative (sample form - Form No.1).
 2. Duly filled out Schedule of Prices signed by the bidder's authorized representative (sample form - Form No.2).

Note: 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.

LAND BANK OF THE PHILIPPINES

TERMS OF REFERENCE

A. Name and Description of the Project

- *One (1) Year Air Transport/Chartering Services*

B. Objective of the Project

- To ensure prompt and safe delivery/transportation of emergency cash assistance to all Cash Operation Units (COU)/Branches/Extension Offices and other field units of the Bank and for the official travel of LBP President and Chairman of the Board.

C. Scope of the Project

- Provision of air transport/chartering services which include aircraft, pilot and co-pilot, insurance, facilities and other incidental services

D. Minimum Specifications

| Feature | Minimum Specifications | |
|----------------------|--|---|
| Aircraft Type | Fixed-Wing Aircraft | Rotary-Wing Aircraft |
| | <ul style="list-style-type: none"> • Single Engine Turbo Propeller *refer to letter E, item no.1 • Twin Engine Turbo Propeller or Jet | Twin Engine Rotary-Wing |
| Aircraft Age | Aircraft must not be over twenty (20) years old | Aircraft must not be over twenty (20) years old |
| Cabin Specifications | Minimum of four (4) passenger seats, equipped with air-conditioning and pressurized systems | Minimum of four (4) passenger seats, equipped with air-conditioning system |
| Operational Limit | Day and Night Flying | Day Flying |
| Payload Capacity | Up to 400 kilos / 880 lbs. for Cargoes plus 4 Passengers | Up to 200 kilos / 440 lbs. of Cargoes plus 4 Passengers |
| Insurance Policy | Combined single limit of US\$ 40,000,000.00 for any one occurrence/aircraft | Combined single limit of US\$ 40,000,000.00 for any one occurrence/aircraft |
| Pilot-in-Command | <ul style="list-style-type: none"> • Minimum of 2,000 hours fixed-wing total time including 200 hours as PIC (Pilot-in-Command) on Twin Engine Turbo Propeller or Jet | <ul style="list-style-type: none"> • Minimum of 2,000 hours rotor-wing total time including 250 hours rotor-wing turbine time 100 hours make and model and type rated. |

| | | |
|-----------------------|---|--|
| | <ul style="list-style-type: none"> • Must be covered under the insurance of US\$ 40,000,000.00. • Pilot must be regular/permanent employee of the supplier | <ul style="list-style-type: none"> • Must be covered under the insurance of US\$40,000,000.00. • Pilot must be regular/permanent employee of the supplier. |
| Co-Pilot | <ul style="list-style-type: none"> • Minimum 500 hours fixed-wing total time including 250 hours multi-engine turbo propeller or Jet • Must be covered under the insurance of US\$40,000,000.00. • Pilot must be regular/permanent employee of the supplier. | <ul style="list-style-type: none"> • Minimum 1,000 hours total time including 250 hours rotor-wing turbine time and 50 hours on type. • Must be covered under the insurance of US\$40,000,000.00. • Pilot must be regular/permanent employee of the supplier. |
| Slotting Availability | Must schedule flight on LBP's required date. | Must schedule flight on LBP's required date. |
| Experience | Must have at least rendered services to five (5) corporate clients for the last three (3) years within the Philippines | Must have at least rendered services to five (5) corporate clients for the last three (3) years within the Philippines |
| Penalty Clause | Non-Compliance with the availability of aircraft: Php20,000.00/day of delay | Non-Compliance with the availability of aircraft: Php20,000.00/day of delay |

E. Arrangement per Aircraft type and destinations to travel:

1. Single Engine Turbo Propeller Aircrafts may be used for San Jose (Mindoro), Calapan, Basco (Batanes) and other destinations that are determined by the bank, with maximum payload of 400 kilograms for cargoes and 4 passengers.
2. Twin Engine Turbo Propeller or Jets are for Puerto Princesa, Palawan and other destinations that are determined by the bank with maximum payload of 400 kilograms for cargoes and 4 passengers.

F. Documentary Requirements

The following documents shall all be submitted during the bidding:

1. Original printed product brochure(s) or copy of the original printed product brochure(s) or printed product brochure(s) downloaded from the Internet with indication of its source (i.e. website) containing all the technical information of the aircraft

2. Current and valid Certificate of Authority from Civil Aeronautics Board (CAB) to operate non-scheduled domestic air transportation services
3. **Current and valid Civil Aviation Authority of the Philippines (CAAP) certificates for company-owned aircrafts or company-leased operated aircrafts, viz:**
 - a. Registration Certificate of the Aircraft
 - b. Airworthiness Certificate of the Aircraft
 - c. Air Operator's Certificate (AOC)
 - d. Approved Aircraft Maintenance Organization (AMO)
 - e. Certificate of No Incident/Accident for the past five (5) years
4. Current and valid clearances of the Pilots, Mechanics and Flight Coordinator/s from the National Bureau of Investigation (NBI).
5. List of bidders' regular Pilots, Mechanics and Flight Coordinator/s including their respective resumes.
6. Authenticated copies of valid and current licenses of the Pilots and Mechanics issued by CAAP
7. Notarized self-certification from the bidder stating the following:
 - **It has at least two (2) company owned aircrafts or company-leased operated aircrafts which are not more than 20 years old.**
 - It has available pilots, crew and mechanics who are regular/permanent employees of the company;
 - Its hangar has existing fire alarm system consisting of at least two (2) fire extinguishers, smoke detectors and fire alarm/bell;
 - It has security personnel trained to secure the aircraft/hangar and implement security procedures;
 - It has hangar and aircraft maintenance facilities located inside the General Aviation Area with available ground handling equipment/ tools;
 - Its hangar has armored truck/van parking area with at least six (6) parking slots for armored truck/van and lounge area for the team;
 - It has comfort room in the hangar available for use by its customers;
 - It has maintenance and supply rooms in the hangar;
 - It has a well-maintained back-up aircraft; and
 - It provides meals/snacks for passengers while onboard.
8. Periodic maintenance records of all aircrafts listed under letter F, Item no.15.
9. It has at least three (3) Certificate of Satisfactory Performance issued to the bidders for its completed contract from 2019 onwards. (Excluding LANDBANK)

10. Copy of Insurance Policy in the name of the bidder with a coverage of combined single limit of US\$ 40,000,000.00 for any occurrence/aircraft.
11. Copy of Insurance Policy in the name of the bidder with coverage of US\$ 250,000.00 for each passenger on board the aircraft.
12. Photocopy of approved Business Continuity Plan (BCP).
13. Certification from Civil Aviation Authority of the Philippines (CAAP) or equivalent document stating that the bidder has a slotting priority and preference for departure and Estimated Departure Clearance Time (EDCT).
14. **List of at least five (5) Corporate clients in the Philippines for the last three (3) years starting 2020 onwards and copy of Purchase Order or bidder's Completed Contract.**
15. List of fixed-wing and rotary-wing aircrafts including back-up aircrafts with Registration Number issued by CAAP to be used by the Chairman of the Board and Cash Operations Support Department of LBP.

G. Working Arrangements

1. The SUPPLIER shall provide air transportation services for official domestic travels of LANDBANK authorized personnel/passengers/cargoes within five (5) working days upon receipt of notice.
2. The SUPPLIER shall communicate with the authorized LANDBANK personnel to confirm pre-arranged charter bookings at least two (2) working days before the scheduled date of flight.
3. The FLIGHT REQUEST FORM (*Annex A*) which shall be filled out by LANDBANK-COSD and submitted to the SUPPLIER within two (2) working days prior to the flight date, shall serve as reference for the manifest and flight clearance preparation.
4. The SUPPLIER shall ensure on-time entrance/exit access for LANDBANK's shipment of cargoes at the access points within the General Aviation Area, through coordinated efforts with the Aviation Security Group, Airport Police/ Authorities and LANDBANK Physical Security Office.
5. The SUPPLIER shall safeguard all incoming/outgoing cargoes, against theft, pilferage/loss while in transit at the hangar/airport and exercise utmost care/diligence in handling said cargoes pending completion of delivery.
6. **The SUPPLIER shall provide company-owned aircrafts (supported by Registration Certificate of the Aircrafts) or company-leased operated aircraft (supported by Contract of Lease or any other documents that can prove that the aircraft is being operated by the supplier) that can comply with the standard specifications of LANDBANK.**
7. **The SUPPLIER shall provide a company-owned aircraft or company-leased operated aircraft (the same specifications mentioned in Item D) as back-up in case the chartered aircraft being regularly used is not available.**
8. The SUPPLIER shall provide a well-maintained/secured hangar and aircraft maintenance facilities located inside the General Aviation Area.
9. The SUPPLIER shall allocate enough parking slots within its hangar premises for the LANDBANK's armored vehicles.

10. The SUPPLIER shall provide insurance coverage of US\$250,000.00 for each LANDBANK personnel who is on board the aircraft tasked to accompany and monitor the shipments.
11. The SUPPLIER shall provide and update the authorized LANDBANK personnel with flight information (aircraft take-off/ landing) on the whereabouts of a particular chartered flight.
12. The Pilot of the SUPPLIER shall be in command at all times, may refuse to fly or accept passengers/cargo and abort any flight, if in his best judgment may endanger the safety and security of lives and properties in general.

H. Contract Duration

The contract shall begin upon receipt of Notice to Proceed and shall end one (1) year after or upon full utilization of the contract price, whichever comes first.

I. Flight Destinations

Flying Fee (inclusive of take-off and landing fee and other incidental services such as waiting and overnight fees)

For Cash Operation

| Destination | No. of Hours | Estimated No. of Flights for One (1) Year | Aircraft |
|---|--------------|---|--------------------------------------|
| Odiongan | 30 | 6 | Twin Engine Rotary-Wing (Helicopter) |
| Romblon | 10 | 2 | Twin Engine Rotary-Wing (Helicopter) |
| Basco, Batanes | 25 | 5 | Single Engine Fixed-Wing (Airplane) |
| Other provinces that will be identified by LANDBANK in case of emergencies/ necessities of the bank | 5 | 1 | Twin Engine Rotary-Wing (Helicopter) |
| | 5 | 1 | Twin Engine Fixed-Wing (Airplane) |
| Total | 30 | 6 | Fixed-Wing |
| | 45 | 9 | Rotary-Wing |

For the Official Travel of LBP President and Chairman of the Board

| Destination | No. of Hours | Estimated No. of Flights for One (1) Year | Aircraft |
|---|--------------|---|--|
| Provinces that will be identified by LANDBANK's President and Chairman of the Board | 10 | 2 | Fixed-Wing Twin Engine Airplane, up to 8-seater |
| | 10 | 2 | Rotary-Wing Twin Engine Helicopter, up to 6-seater |
| Total | 10 | 2 | Fixed-Wing |
| | 10 | 2 | Rotary-Wing |

J. Terms of Payment / Manner of Payment

1. Billing shall be comprised of flying fee (inclusive of take-off/landing fee and other incidental services/fee such as waiting time and overnight fee), if any, based on the actual number of "flight hours" usage of the aircraft. A "flight hour" means each hour or fraction thereof from the moment when the engines of the aircraft are turned on until the moment that the engines are turned off.

2. The service fee shall be invoiced within seven (7) calendar days after the date of the use of the aircraft. The correctness of the invoice shall be subject to review within seven (7) calendar days after receipt of the invoice.
3. The SUPPLIER shall attach in the invoice/s original copies of Aircraft Technical Log. No payment shall be made without the necessary documents of the actual services rendered. LANDBANK may require additional documents to support the claim, if necessary.
4. For bidding purposes, the indicated quantities are estimates only. In order to maximize the utilization of the quantities of various cost components in the air transport/chartering services contract, the quantities of the cost components may be adjusted, when the need arises (say from fixed wing to rotary wing or vice versa), provided that the corresponding rate per hour of a particular aircraft shall be applied and that the total contract price is not exceeded.
5. Pursuant to Malacañang Order No. 170 – Adoption of Digital Payments for Government Disbursements and Collections, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements. The winning supplier is required to maintain a deposit account with LANDBANK Cash Department or any of its Branches.
6. Payment shall be through direct credit to the winning supplier's deposit account with LANDBANK.
7. The supplier shall be paid within sixty (60) calendar days after submission of billing or claim.

K. Liquidated Damages

When the supplier fails to satisfactorily deliver the goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed goods/services scheduled for delivery for every day of delay until such goods/services are finally delivered and accepted by LANDBANK.

LANDBANK need not prove that it has incurred actual damages to be entitled to liquidated damages, such amount shall be deducted from any money due or which may become due to the supplier. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event LANDBANK shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid, in accordance with the Revised IRR of RA 9184.

L. Pre-Termination / Termination of the Contract

1. In addition to the conditions on pre-termination of contracts provided in the Revised Implementing Rules and Regulations of RA 9184, LANDBANK shall have the right to pre-terminate the contract for the following reasons:
 - a. Failure by the winning supplier to perform its obligations thereon;
 - b. Unsatisfactory Performance by the winning supplier within the contract duration.
2. Guidelines on Termination of Contracts per Annex "I" of the 2016 Revised Implementing Rules and Regulations shall be observed.

M. Performance Evaluation

- a. The performance of the supplier shall be evaluated on an annual basis or as often as necessary using the parameters set forth in the Performance Assessment Report (Exhibit 1)

- b. An adjectival rating of "Needs Improvement" or "Poor" shall be a ground for pre-termination of the contract, subject to a 30 calendar day notice.

N. Data Privacy

1. The Supplier shall uphold the rights of the data subjects under the Data Privacy Act of 2012, limited only for the purpose of this Terms of Reference and any information about the data subjects shall be treated in strict confidence and shall be handled with utmost care and cannot be shared to any parties. Moreover, the Supplier shall not engage another service provider for the implementation of the Terms of Reference without prior written permission of LANDBANK. All data and information shared shall remain the property of LANDBANK and shall be returned to LANDBANK immediately upon its request. Finally, any data breach should be reported to LANDBANK within twenty-four (24) hours from the Supplier's discovery, for the former's appropriate action.
2. The Supplier shall ensure that any information regarding the business, operations, plans and organization of LANDBANK acquired by it, and its service personnel assigned to render services to LANDBANK or work within LANDBANK premises, shall be kept CONFIDENTIAL. The Supplier shall see to it that the confidentiality requirement shall be observed by all its assigned personnel. Additionally, the Supplier warrants that it shall not disclose to any person or entity any information so acquired without the express prior written consent of LANDBANK.
3. The Supplier shall guarantee that the information provided by LANDBANK in relation to the performance of the former's function shall be handled with utmost confidentiality. This should be supported by a separate duly notarized Non-Disclosure Agreement (Exhibit 2) mutually agreed upon by both parties and must be submitted to LANDBANK Procurement Department prior to contract implementation.

O. Contact Person (LANDBANK)

Name : Siegmond Ver F. Gonzales
Position Title : Assistant Division Chief
Department : Cash Operations Support Department
Telephone No. : 8528-8449
Mobile No. : 0917-1180900
Email Address : SFGONZALES@mail.landbank.com

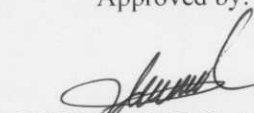
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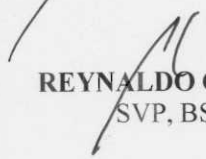

ERICKSON Z. APALLA
ADC/OIC, COSD-CVSD

Checked by:


TERESA V. ANDRES
ADM, COSD-CMU

Approved by:


ARNOLD JOSE G. ADOLFO
AVP/Head, COSD


REYNALDO C. CAPA
SVP, BSG

October 9, 2023

FLIGHT REQUEST FORM

Aircraft Requirement: Airplane _____ Helicopter _____

Attention to: _____ Date requested: _____
(Head of the Requesting Branch)

Point of Origin: _____

Point of Destination: _____

Requesting Company: _____

Date of Flight: _____

Time of Departure: _____

Time of Departure from Destination: _____

| Name of Passengers | ID No. | Car Details (For Delta Gate Access) | | |
|--------------------------|--------|-------------------------------------|--------------|---------------|
| | | Make and Model | Plate Number | Driver's Name |
| | | (see attached list) | | |
| | | | | |
| | | | | |
| | | | | |
| Security Escorts: | | | | |
| | | | | |
| | | | | |
| | | | | |
| Cargo (if any): | | | | |

Requested by: _____
DC, COSD-CMU

Approved for Flight: _____
Head, COSD

Revised Annex A-9

THIRD-PARTY SERVICE PROVIDER (TPSP)
PERFORMANCE ASSESSMENT REPORT

| | | | |
|------------------|---|-------------------|--------------------------------------|
| Name of TPSP | Cine [1] Year Air Transport/ Chartering Services | Contract Period | 1 Year (November 2023-November 2024) |
| Service Provided | Delivery/transportation of emergency cash assistance to remote COUs/Branches/Branch-like Units. | Assessment Period | |

- Notes:
- Under the REMARKS column, indicate results, observations and/or justifications as applicable.
 - General or additional remarks may be indicated in the REMARKS section at the last page, as deemed necessary, to state any issues, exceptions or recommendations.
 - An adjectival rating of "Needs Improvement" and "Poor" shall warrant further assessment by the Implementing Unit noted by the Group Head concerned. This shall be clearly scored under the REMARKS section with corresponding recommendation subject to escalation to the Management Committee.

| WEIGHT | EVALUATION CRITERIA | PERFORMANCE STANDARDS | RATING | WEIGHTED RATING | REMARKS |
|--|--|---|--------|-----------------|---------|
| 1. Conformity to Technical Requirements (25%) | | | | | |
| 10% | Technical Product Support a. Actions/ response on any request | Able to meet expectations and provides thorough assessment and evaluation of request. 4 - 80% and above of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation. 3 - 60% to 79% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation. 2 - 40% to 59% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation. 1 - Below 40% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation; negative publicity was encountered by the Bank due to service delivery failure. | | | |
| | b. Facilities are available and properly safeguarded | Able to ensure all facilities are working, well maintained and highly secured 4 - With proper coordination with regards to the utilization of the facilities and ensure its safety 1 - Does not properly maintained their facilities which is highly risk to the the LBP Personnel | | | |
| | b. Provision of service reports (documentation) | Able to provide thorough service reports and recommendations, when necessary, upon completion of actions/resolutions 4 - 80% and above of the time, was able to provide thorough service reports and recommendations 3 - 60% to 79% of the time, was able to provide thorough service reports and recommendations 2 - 40% to 59% of the time, was able to provide thorough service reports and recommendations 1 - Below 40% of the time, was able to provide thorough service reports and recommendations | | | |
| 2. Timeliness in the Delivery of Services (25%) | | | | | |
| 25% | Response time in the delivery of service | Able to comply with the response time as stipulated in the contract service agreement. 4 - 80% and above of the total requests responded during the assessment period were responded within the agreed timeline. 3 - 60% to 79% of the total requests responded during the assessment period were responded within the agreed timeline. 2 - 40% to 59% of the total requests responded during the assessment period were responded within the agreed timeline. 1 - Below 40% of the total requests responded during the assessment period were responded within the agreed timeline; negative publicity was encountered by the Bank due to service delivery failure. | | | |

Revised Annex 0-9

| WEIGHT | EVALUATION CRITERIA | PERFORMANCE STANDARDS | RATING | WEIGHTED RATING | REMARKS |
|---|--------------------------------------|---|--------|-----------------|---------|
| 3. Behavior of Personnel (Courteous, Professional and Knowledgeable) (20%) | | | | | |
| 20% | Trained and Qualified Staff | <p>Able to provide sufficient knowledgeable and skilled staff required in the maintenance of the assigned activity/service (Availability may be in various means such as email, on-site support, phone or video call, etc.)</p> <p>4 - Provided sufficient highly skilled and knowledgeable staff support; Staff always available when called</p> <p>3 - Provided sufficient highly skilled and knowledgeable staff support; Staff available on a schedule basis</p> <p>2 - Provided sufficient highly skilled and knowledgeable staff support; Staff not readily available</p> <p>1 - Lacks knowledgeable and skilled staff support; Staff cannot address the requests/inquiries/issues raised</p> | | | |
| 4. Response to Complaints (20%) | | | | | |
| 20% | Problem Resolution/ Issue Management | <p>Able to address problems or resolve any errors by providing assessment, work-around recommendation or permanent fixes and adequate information.</p> <p>4 - 80% and above of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred.</p> <p>3 - 60% to 79% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred.</p> <p>2 - 40% to 59% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred.</p> <p>1 - Below 40% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred; negative publicity was encountered by the flank due to service delivery failure.</p> | | | |

| WEIGHT | EVALUATION CRITERIA | PERFORMANCE STANDARDS | RATING | WEIGHTED RATING | REMARKS |
|--|--|--|--------|-----------------|---------|
| Compliance with set office policies for such service (SOs) | | | | | |
| 3% | a. Business Continuity Plan (BCP) | <p>Able to provide a document/report/certification on the availability of contingency measures/BCP for continued delivery of service to the Bank in case of adverse events (to be validated during audit)</p> <p>4 - Provided a document/report/certification on the availability of contingency measures/BCP in case of adverse events.</p> <p>3 - Does not provide document/report/certification on the availability of contingency measures/BCP</p> | | | |
| 3% | b. Compliance to the Confidentiality Agreement (if applicable) | <p>Able to comply with the confidentiality agreement with the Bank and always observe proper handling of confidential information</p> <p>4 - Comply with the confidentiality agreement and always observe proper handling/transmission of confidential information (e.g., encryption of data transmitted and ensure that information is disclosed only to authorized persons)</p> <p>3 - Comply with the confidentiality agreement, but sometimes failed to observe proper handling/transmission of confidential information</p> <p>2 - Caused potential breach of confidential information</p> <p>1 - Caused breach of confidential information</p> | | | |
| | c. Compliance to Audit Requirement | Allowed access of the Bank's internal and external auditors and BSP auditors to information regarding the outsourced activities/services and comply with the following requirements | | | |
| 2% | c.1. Data Segregation | <p>Observed segregation of data of the Bank from that of service provider and its other clients</p> <p>4 - Observe data segregation for controls and for easily accessible/fast data recovery</p> <p>1 - Does not comply with data segregation</p> | | | |
| 2% | c.2. BCP/Contingency Measures/Disaster Recovery | <p>Allowed access to disaster recovery/business continuity contingency plans and procedures</p> <p>4 - Has a BC to provide contingency measures specific to the Bank</p> <p>3 - Has a BCP to provide contingency measures in general to its clients</p> <p>2 - Has a BCP to provide contingency measures but on a limited basis only</p> <p>1 - Has no BCP to provide contingency measures to its clients</p> | | | |

Revised Annex D-11


| WEIGHT | EVALUATION CRITERIA | PERFORMANCE STANDARDS | RATING | WEIGHTED RATING | REMARKS |
|--------|---------------------|-----------------------|--------|-----------------|---------|
|--------|---------------------|-----------------------|--------|-----------------|---------|

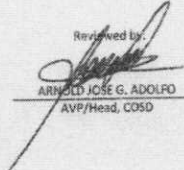
90%
 The total weight for the performance rating is equivalent to 100%.
 The service provider must attain at least a "Satisfactory" rating of 80 %.

| | |
|-------------------|--|
| TOTAL RATING | |
| AVERAGE RATING | |
| ADJECTIVAL RATING | |

| Numerical Rating | Adjectival Rating | Description |
|------------------|-------------------|--|
| 3.4 - 4.0 | Excellent | Exceeds expectations/deliverables |
| 2.8 - 3.3 | Good | Meets deliverables |
| 1.7 - 2.2 | Needs improvement | Tighter Controls, Management intervention required |
| 1.0 - 1.6 | Poor | Discontinue |

REMARKS: [e.g. Rating result warranting further assessment and corresponding recommendation; Recommendation for amendment/renewal of the outsourcing agreement to bring them in line with current market standards and to cope with changes in their business strategies; Statement of TPSP material problem; Reporting of issues/incidents/non-compliance that may adversely impact the delivery of product/service]

Prepared by:

 TERESA V. ANDRES
 ADM, CMU

Reviewed by:

 ARNOLD JOSE G. ADOLFO
 AVP/Head, COSD

Noted by:

 REYNALDO C. CAPA
 SVP/Head, BSG

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into this _____ at _____, by and between:

_____, a _____, with principal address at _____, represented by its _____, hereinafter referred to as "_____"

- and -

LAND BANK OF THE PHILIPPINES, a government financial institution created and existing under and by virtue of the provisions of R.A. 3844, as amended, with principal office at Landbank Plaza at 1598, M.H. Del Pilar cor. Quintos Streets, Malate, Manila, represented by its _____, hereinafter referred to as "LANDBANK".

The parties' representatives are duly authorized for this purpose as evidenced by _____, attached hereto as Annex A, series.

WITNESSETH: THAT

WHEREAS, the Parties desire to execute this Agreement for (specific services) or to supplement the contract executed by and between _____, on _____, for _____, attached hereto as Annex B. This Agreement is executed for the purposes set forth in Item 3 below.

WHEREAS, in the process, certain confidential information may be exchanged and disclosed between LANDBANK and _____.

NOW, THEREFORE, the parties hereto agree, as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, officer, employee, agent, or consultant of any party hereto, including their affiliates and subsidiaries, (hereinafter referred to as "Disclosing Party") to the other party, including their affiliates and subsidiaries, (hereinafter referred to as "Receiving Party) and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party shall be deemed to be "Confidential Information."

As used herein, the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic

media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Confidential information shall include, but not limited to products or planned products, processes and/or procedures, technological achievements and interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both parties, and all technical, financial or business information, data, ideas, product strategies, business strategies, details of the employees of the Disclosing Party, software, intellectual property rights or processes proprietary to the Disclosing Party, or any other matter in which the Disclosing Party may have any interest whatsoever.

Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the confidential information, either in writing, by delivery of items, by initiation of access to information, such as may be in a database, or by audio, oral or visual presentation.

Confidential information should be marked with a restrictive legend by the Disclosing Party. All information which is orally or visually disclosed will be identified as confidential at the time the disclosure is made and is subsequently described in a written document that is marked with a restrictive legend and delivered to the receiving party within thirty (30) days after the date of oral or visual disclosure. Documents will be considered confidential if they are marked with a restrictive legend or they are clearly recognizable as confidential information to a prudent person with no special knowledge of the Disclosing Party's industry.

2. EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION

Confidential information does not include information which:

- 2.1 has been or becomes now or in the future published in the public domain without breach of this Agreement or breach of a similar agreement by a third party; or
- 2.2 prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party, which fact can be proven or verified by independent evidence; or
- 2.3 subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction on the third party's or the Receiving Party's right to disseminate the information and without notice of any restriction against its further disclosure; or
- 2.4 is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence; or
- 2.5 is disclosed with the written approval of the other party or after the applicable period of confidentiality.

3. SCOPE OF USE

Both parties agree that all or any portion of the confidential information exchanged during discussions, meetings and during the business relationship entered into shall not be used except in the manner set forth in this Agreement.

In accordance with R.A. 10173 (Data Privacy Act), Parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

The specific purposes for which the confidential information are to be utilized and the manner in which it may be used are as follows: _____ which is pursuant to the main agreement to which this Agreement is ancillary to.

(Indicate also if a separate DSA is executed or will be executed in connection with this NDA).

4. OBLIGATIONS OF THE RECEIVING PARTY

With respect to the confidential information provided under this Agreement, the Receiving Party, its principals, directors, officers, representatives, employees, existing and prospective clients, associates, agents, affiliates, consultants and entities under the same management as its own, working with the Receiving Party on this matter, shall:

- 4.1 hold the confidential information (regardless of whether it is specifically marked confidential or not) with confidentiality, protect it adequately and retain it in a secure place with access limited only to the Receiving Party's employees or agents who need to know such information for purposes of this Agreement;
- 4.2 restrict disclosure of the confidential information solely to those persons with a need to know and not disclose it to any other person;
- 4.3 advise those persons of, and ensure of their compliance with, their obligation with respect to the confidential information;
- 4.4 not use the confidential information for its own benefit, commercial or otherwise, or that of any other person, directly or indirectly, in any manner whatsoever; and
- 4.5 use the confidential information only strictly for the purposes set forth herein and no other purpose, except as may otherwise be specifically agreed upon in writing.

5. PROPERTY OF THE DISCLOSING PARTY

All confidential information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party

only for the purpose intended, except as may be required by applicable laws or legal process.

If the Receiving Party required to disclose any confidential information in order to comply with any applicable law, or legally binding order of any court, government, administrative or judicial body, it will promptly inform the disclosing Party of the full details of the circumstances of the purpose use or disclose and of the relevant confidential information to be used or disclosed and will give the Disclosing Party reasonable opportunity to seek a protective order or take other appropriate action. The Receiving Party shall also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the information. If in the absence of a protective order and the Receiving Party is compelled as a matter of law to disclose the information, based upon the written opinion of the Receiving Party's counsel addressed to the Disclosing Party, the Receiving Party may disclose to the party compelling the disclosure only the part of the confidential information as required by law to be disclosed. The Receiving Party shall advise and consult with the Disclosing Party and its counsel as to such disclosure and the Receiving Party shall use its best efforts to obtain confidential treatment thereof.

5. Safeguards for Confidentiality

Each Party shall establish reasonable and appropriate safeguards and security measures to ensure the confidentiality, integrity and security of any Confidential Information shared or disclosed by the other Party pursuant to this Agreement. It shall be responsible in preventing the unauthorized access and use of such Confidential Information in its custody. It is likewise prohibited from further sharing or disclosing such Confidential Information to any unauthorized party, including its affiliates, without the prior written consent of the other Party, as appropriate.

Each Party shall implement and maintain a security program which shall include security measures intended to protect the Confidential Information against accidental or unlawful destruction, alteration, disclosure or unauthorized or unlawful processing.

Each Party shall regularly monitor its compliance with these security measures. In the event that there is a breach in its data security, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that a data breach has occurred.

Both Parties shall likewise use encryption method.

The foregoing obligations and undertakings of each Party shall continue and shall survive the termination of this Agreement for as long as such Party processes, uses or stores Confidential Information shared and disclosed by the other Party.

6. Reporting of Data Breach

Each Party shall regularly monitor its compliance with the security measures provided in this Agreement. In the event that there is a breach in its data security

affecting Confidential Information, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that such data breach has occurred. The following must be included in such written notice if known at the time of notice: (1) General circumstances, nature of the data breach, and Confidential Information possibly involved; (2) Steps taken to reduce the harm or negative consequences of the data breach; (3) The representatives of the affected Party for the purpose of addressing the data breach and their contact details.

The notice contemplated above shall be delivered by the affected Party to the other Party immediately and in no event later than twenty (24) hours after the occurrence of such data breach and shall not be delayed for investigation purposes. Each Party shall cooperate fully with the other in investigating and responding to each successful data breach affecting Confidential Information.

Either Party may terminate this Agreement if the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and said Party fails to immediately remedy the same within 30 days from receipt of a written notice from the other Party reasonably detailing the breach.

7. RETURN OF CONFIDENTIAL INFORMATION

All confidential information, including but not limited to copies, summaries, excerpts, extracts or other reproduction thereof, shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and certify that the same have been destroyed.

Further, in any event at any time a Receiving Party ceases to have an active interest in the Project, the Receiving Party shall immediately return to the Disclosing Party all copies of confidential information in its possession without retaining any copies or excerpts thereof. That portion of confidential information shall be destroyed immediately upon the Disclosing Party's request and any verbal confidential information shall continue to be subject to the terms and conditions of this Agreement.

8. REPRESENTATION OR WARRANTY

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the confidential information and the Disclosing Party and its employees and agents shall have no liability to the Receiving Party for any loss or damage resulting from any use of or reliance on any of the confidential information, except as otherwise provided in a formal written agreement executed between the parties.

However, this disclaimer shall, in and of itself, not apply to or limit any specific warranties that the Disclosing Party may expressly give in other agreements between the Disclosing Party and the Receiving Party. The Receiving Party agrees that it will form its own conclusions as to the reliability of any confidential information and as to any conclusion to be drawn therefrom, and will not charge the Disclosing Party with liability for any

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in the _____, this ___ day of _____ 20___, personally appeared the following:

| NAME | GOVERNMENT ID | DATE | PLACE ISSUED |
|-------------------------|---------------|------|--------------|
| 1. (LBP Representative) | | | |
| 2. (Name of Recipient) | | | |

known to me to be the parties who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the Non-Disclosure Agreement consisting of ___ (___) pages, including the page wherein this Acknowledgment is written, and signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS THEREOF, I have hereunto affixed my seal and signature on the date and place aforementioned.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 20 ___

RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

| DATE | | October 11, 2023 | |
|--|-------------------------------------|--|--|
| PROJECT IDENTIFICATION NO. | | ITB-GS-20230915-01 | |
| PROJECT NAME | | Air Transport/Chartering Services | |
| PROPOSER UNIT/TECHNICAL WORKING GROUP | | Cash Operations Support Department (COSD) | |
| ITEM NO. | PORTION OF BIDDING DOCUMENTS | QUERIES AND/OR SUGGESTIONS | LANDBANK'S RESPONSES |
| | | <p>Asian Aerospace Corporation's clarification:</p> <p>The aircraft should remain OWNED and OPERATED by the proponent unit, along with the Back-up units. Correct?</p> | <p>COSD allowed the winning bidder to use company-owned aircrafts or company-leased operated aircrafts in rendering cash assistance to LBP Cash Operations Unit/Branches in remote/island areas.</p> |
| 1. | | <ul style="list-style-type: none"> • The cargo is considered HIGH VALUE and might pose Security risks if outsourced to a third party. • Third-Party will know of the route & timings of the flight and will pose as a security risk. • Similarly for Armored Truck providers, does LBP allow companies that do not own their own Armored Truck to haul cash and other High Value items? | <ul style="list-style-type: none"> • We agree that our cargo is considered HIGH VALUE but the principal or winning Service Provider is solely accountable to LBP in case something happens to our cargo. |
| 2. | | <ul style="list-style-type: none"> • In the event LBP allows companies that do not own their own aircraft to join, does this open up the bid to Brokers and Non-Aviation Companies, as everyone just declare they will outsource and "operate" as needed? | <ul style="list-style-type: none"> • No, Aviation companies shall only be allowed to participate in the bidding using their company-owned aircrafts or company-lease operated aircrafts as long as they meet the required specifications in the Terms of Reference. |

ANNEX F