



**LANDBANK**

SERVING THE NATION



BAGONG PILIPINAS

**SUPPLEMENTAL/BID BULLETIN NO. 3  
For LBP-ICTBAC- ITB-GS-20240207-03**

**PROJECT** : Co-location of IT Equipment and Peripherals of the Disaster Recovery Site

**IMPLEMENTOR** : ICT-BAC Secretariat Unit

**DATE** : 26 April 2024

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

**Modifications, amendments and/or clarifications:**

- a The Bidder/s are encouraged to use the Bid Securing Declaration as Bid Security.
- 2 Section I. Invitation to Bid, Section III. Bid Data Sheet, Section VI. Schedule of Requirements, Section VII. Technical Specifications, Section VIII. Checklist of Bidding Documents (Item 11, 12, 14, 16 and 18), and the Terms of Reference (Revised Annexes D-1 to D-22) have been revised. Copies of said revised portions of the Bidding Documents are herein attached.
- 3 Please refer to the attached Annexes G-1 to G-8 for the responses to bidder's queries/clarifications.
- 4 Please be reminded that the deadline of bid submission and opening is on 03 May 2024 at 10A.M. Late submission of bids is not allowed.

  
EVP LEILA C. MARTIN  
Chairperson

## INVITATION TO BID FOR

### Co-location of IT Equipment and Peripherals of the Disaster Recovery Site

1. The LAND BANK OF THE PHILIPPINES (LANDBANK), through its 2024 Corporate Operating Budget approved by the Board of Directors intends to apply the total sum of Three Hundred Million Pesos Only (Php300,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Co-location of IT Equipment and Peripherals of the Disaster Recovery Site with Project Identification Number LBP-ICTBAC-ITB-GS-20240207-03. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The LANDBANK now invites bids for Co-location of IT Equipment and Peripherals of the Disaster Recovery Site with Project Identification Number LBP-ICTBAC-ITB-GS-20240207-03. The contract period is indicated in Section VI, Schedule of Requirements. **Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project.** The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information and/or shortened electronic copy of the Bidding Documents by contacting LANDBANK – Procurement Department at the telephone numbers and email address given below during banking days from 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents in electronic format may be acquired by interested Bidders on \_\_\_\_\_ from LANDBANK – Procurement Department upon payment of the non-refundable Bidding Documents Fee, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifty Thousand Pesos Only (P 50,000.00).

The Bidding Documents Fee may be paid at any LANDBANK Branch or through the LANDBANK online payment platform Link.BizPortal, provided a Payment Acceptance Order (PAO) is secured first from LANDBANK – ICTBAC Secretariat. The steps to follow in the payment of the Bidding Documents Fee through the LANDBANK Link.BizPortal are found in Annex A of the Bidding Documents.

To obtain a PAO, interested Bidders shall send a request email to [ictbac@landbank.com](mailto:ictbac@landbank.com) with subject "PAO – LBP-ICTBAC-ITB-GS-20240207-03" as its subject. The specific instructions on how to pay the Bidding Documents Fee and receive the Bidding Documents shall be provided in the reply email of LANDBANK to the interested Bidders.

The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the LANDBANK website, provided that Bidders shall pay the corresponding cost of Bidding Documents not later than the submission of their bids.

6. The LANDBANK will hold a Pre-Bid Conference on \_\_\_\_\_ through videoconferencing using Microsoft (MS) Teams application.

Interested 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 [ictbac@landbank.com](mailto:ictbac@landbank.com) on or before \_\_\_\_\_ of \_\_\_\_\_. The PBCR Form can also be downloaded from the PhilGEPS website, LANDBANK website (<https://landbank.com/forms>) or requested from Ms. CHARMAINE F. MANGILIT at [CFMANGILIT@landbank.com](mailto:CFMANGILIT@landbank.com). Interested Bidders shall state "PBCR - LBP-ICTBAC-ITB-GS-20240207-03" 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.

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.

7. All bids shall be submitted electronically on or before the 10:00 A.M. deadline on \_\_\_\_\_. 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 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 (Annexes C-1 to C-8 of the Bidding Documents). Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on \_\_\_\_\_ through videoconferencing using Microsoft (MS) Teams application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The LANDBANK reserves the right to (a) reject any and all bids at any time prior to the award of the contract; (b) waive any minor formal requirements in the bid documents; (c) accept such bids it may consider to be advantageous and beneficial to the Bank; (d) declare a failure of bidding; or not award the contract

at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Mr. Alwin I. Reyes  
Vice President  
Head, Procurement Department  
1598 M.H. Del Pilar cor. Dr. J. Quintos Sts.  
1004 Malate, Manila  
Tel. (+632) 8405-7370  
Email [ictbac@landbank.com](mailto:ictbac@landbank.com)

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LEILA C. MARTIN  
Executive Vice President  
Chairperson, Bids and Awards Committee for  
Information and Communications Technology

## Bid Data Sheet

ITB Clause						
5.3	<p>In view of the determination by LANDBANK that the imposition of the provisions of Section 23.4.1 of IRR of RA 9184 will likely result to failure of bidding/monopoly that will defeat the purpose of public bidding, the Bidder should comply with the following requirements:</p> <p style="margin-left: 40px;">a. The Bidder must have completed a contract that is similar to this Project, the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC of this Project.</p> <p style="text-align: center; margin-left: 100px;">or</p> <p style="margin-left: 40px;">b. The Bidder must have completed at least two (2) contracts similar to this Project, the aggregate amount of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC for this Project, and the largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC for this Project.</p> <p><b>A contract shall be considered similar to this Project if it involves Co-location of IT Equipment, Peripherals, Data Center IT Solutions-Hardware, Network or Systems. Moreover, it must have been completed within three (3) years prior to the deadline for the submission and receipt of bids.</b></p>					
7	Subcontracting is not allowed.					
12	The price of the Goods shall be quoted DDP specified delivery site/s or the applicable International Commercial Terms (INCOTERMS) for this Project.					
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; margin-left: 20px; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Form of Bid Security</th> <th style="width: 30%;">Minimum Amount of Bid Security</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;</td> <td rowspan="2" style="text-align: center; vertical-align: middle; padding: 5px;">Php6,000,000.00</td> </tr> <tr> <td style="padding: 5px;">(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</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;	Php6,000,000.00	(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
Form of Bid Security	Minimum Amount of Bid Security					
(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;	Php6,000,000.00					
(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>(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>Php15,000,000.00</p>
<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 – ICT-BAC Secretariat. 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.</p> <p>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.</p> <p>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.</p> <p>3. If in the form of bank draft/guarantee, the bidder may use the standard format of the issuing Bank, provided the Project Title and Project Identification Number are indicated therein.</p> <p>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:</p> <p>(a) CBD 2 - 18<sup>th</sup> Floor, LANDBANK Plaza Building Telephone No. 8-405-7345 local 2117 (For Assets 1 Billion and up)</p> <p>(b) SME-MLD 2 - 18<sup>th</sup> Floor, LANDBANK Plaza Building Telephone No. 8-405-7431 (For Assets below 1 Billion)</p> <p>5. If in the form of surety bond, it should be issued by a surety or insurance company duly accredited by the Insurance Commission (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 the following entities:</p> <p>(a) LANDBANK Insurance Brokerage, Inc. (LIBI)</p>	

LIBI-Forex  
14<sup>th</sup> Floor, LANDBANK Plaza Building  
Contact No. 8-710-7114  
(Every Tuesday and Thursday)

12<sup>th</sup> Floor, SSHG Law Center Bldg.  
105 Paseo de Roxas, Legaspi Village  
Makati City  
Contact Nos. 8-812-4911 and 8-867-1064

(b) Cocogen Insurance, Inc.

22<sup>nd</sup> Floor, One Corporate Center,  
Doña Julia Vargas Ave., cor. Meralco, Avenue,  
Ortigas Center, Pasig City  
Email Address/es: cathy\_magtibay@cocogen.com/  
bancassurance@cocogen.com  
Contact Nos. 0917-575-9372/0917-888-9169

cc: bankassurance@landbank.com

(c) United Coconut Planters Life Assurance Corp.

Cocolife Building, 1226, 6807 Ayala Avenue,  
Makati City  
Email Address: zsat@cocolife.com  
Contact No. 0917-836-5749

cc: bankassurance@landbank.com

Surety bonds with the following or similar conditions/phrases shall not be accepted:

- (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
- (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."

6. If in the form of Bid Securing Declaration, the attached Form No. 8 of the Bidding Documents must be used.

	<p>7. A scanned copy of the bid security (i.e. LANDBANK Official Receipt 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 – ICT-BAC Secretariat 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 – ICT-BAC Secretariat during the post-qualification stage.</p>
15	<p>The electronic bid shall consist of two identical copies of archived/compressed files (Copy 1 and Copy 2). The archived/compressed files shall be labelled with bidder's assigned short name, last seven (7) 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-ICTBAC-ITB-GS-20200819-01(2) that XYZ Company wants to bid on, the archived/compressed files shall be labelled as XYZ-081901(2)-C1 (for Copy 1) and XYZ-081901(2)-C2 (for Copy 2). Copy 1 shall serve as the primary file while Copy 2 shall be the backup file. The archived/compressed files shall be generated using either WinZip, 7-zip or WinRAR and password-protected.</p> <p>The above mentioned archived/compressed files shall contain the Technical Component and Financial Component files in PDF format. These PDF files shall be labelled with bidder's assigned short name, last seven (7) digits of the bidding reference number including the parenthesis if there are any, and the word "Tech" or "Fin" in the case of the Technical Component and Financial Component, respectively, each separated with a dash sign. Thus, using the above example, the archived/compressed files XYZ-081901(2)-C1 and XYZ-081901(2)-C2 shall both contain the PDF files labelled XYZ-081901(2)-Tech and XYZ-081901(2)-Fin.</p> <p><u>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.</u> The documents must be signed by the authorized signatory/ies when required in the form.</p> <p><u>The archived file and the PDF files shall be assigned with a different password</u> and these passwords shall be disclosed by the bidder only upon the instruction of ICT-BAC during the actual bid opening. The passwords for Copy 1 and Copy 2 shall be the same.</p> <p>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 ICT-BAC/LANDBANK shall assume no responsibility for the non-opening or premature opening of the</p>



	<p>contents of the improperly assembled, labelled and password-protected electronic bid.</p> <p>In case of modification of bid, a modified version of Copy 1 and Copy 2 of the bid (archived/compressed) files shall be uploaded to the SFTF. The qualifier "Mod" and a numeric counter indicating the number of times that the bid had been modified shall be added at the end of the filenames of both the archived and PDF files. Using again the earlier example, the sample labels and contents of the modified bid shall be as follows: a) First Modification: XYZ-081901(2)-C1-Mod1 and XYZ-081901(2)-C2-Mod1 containing XYZ-081901(2)-Tech-Mod1 and XYZ-081901(2)-Fin-Mod1 and b) Second Modification: XYZ-081901(2)-C1-Mod2 and XYZ-081901(2)-C2-Mod2, containing XYZ-081901(2)-Tech-Mod2 and XYZ-081901(2)-Fin-Mod2]. Only the latest modified bid shall be opened while the rest of the superseded bids will be rejected.</p>
<p>16</p>	<p>All bids shall be submitted electronically on or before the 10:00 A.M. deadline on _____. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.1. Only electronic bids that are successfully uploaded to the Secure File Transfer Facility of LANDBANK on or before the deadline shall be accepted. The procedures that will be followed in the submission and opening of electronic bids are described in the Detailed Procedures in Submission and Opening of Electronic Bids per attached Annexes C-1 to C-7. 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-4 to C-7).</p> <p><u>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 ICT-BAC.</u> Thus, bidders are requested to upload their electronic bids at least two (2) hours before the set deadline.</p> <p>The prospective bidder shall receive an acknowledgement receipt via email after successful uploading of its/his/her electronic bid. If no email is received within one (1) hour after successful uploading, the bidder shall call the ICT-BAC Secretariat at (02) 8522- 0000 locals 4801 and 4793 to confirm whether the submission has been received, and if so, request for the acknowledgment of receipt of the electronic bid.</p>
<p>17</p>	<p>On the bid opening date, the bidder shall confirm its/his/her participation in the online meeting with the ICT-BAC 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 ICTBAC meeting. A maximum of two (2) accounts/connections per participating interested bidder shall be allowed to join the meeting.</p> <p>Projects with participating bidders in attendance shall be given priority in the queuing.</p>

Upon the instruction of the ICT-BAC Chairperson to start the bid opening activity, the ICT-BAC Secretariat connects the participating bidder/s to the videoconferencing/group calling session. The ICT-BAC Secretariat shall record the session and act as Moderator of the meeting all throughout.

In case a bidder cannot connect to the videoconferencing via MS Teams application, the ICT-BAC 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 ICT-BAC Secretariat. If the ICT-BAC Secretariat still cannot contact the bidder after the said allowable call attempts or the bidder is unable to contact the ICT-BAC Secretariat to provide the passwords needed to open its electronic bids when required by the ICT-BAC, the bidder concerned shall be disqualified from further participating in the bidding process.

Once the connections are in place, the ICT-BAC, with the assistance of the ICT-BAC Secretariat, retrieves the archived file from the LBP SFTF and opens the same. The Technical Proposal shall be opened first. Upon instruction from the ICT-BAC, the bidder concerned shall disclose the passwords for the archived file and the PDF file of the Technical Component.

The ICT-BAC 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.

The ICT-BAC, with the assistance of the ICT-BAC Secretariat, shall then open the Financial Components of those bidders that have been rated "Passed". Upon instruction from the ICT-BAC, the bidder concerned shall disclose the password for its/his Financial Component.

In case an archived/PDF file fails to open due to a wrong password, the specific bidder shall be allowed to provide the ICT-BAC 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 or due to technical issues, the bidder concerned shall be disqualified from further participating in the bidding process. Thus, the bidders are encouraged to test their electronic bids and ensure that they are free from technical errors prior to uploading of the same to the SFTF.

The ICT-BAC, with the assistance of the ICT-BAC 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 ICT-BAC Members and Observers. The result of evaluation and ranking shall also be announced to the participants.

	<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>
19.3	<p>The lot and reference is:</p> <p>Co-location of IT Equipment and Peripherals of the Disaster Recovery Site with Project Identification Number LBP-ICTBAC-ITB-GS-20240207-03.</p> <p>The approved budget for this contract is Three Hundred Million Pesos Only (Php300,000,000.00).</p> <p>The goods are grouped in a single lot and the lot shall not be divided further into sub-lots for the purpose of bidding, evaluation and contract award.</p>
20	<p>The following documents shall be submitted by the Bidder with the Lowest Calculated Bid:</p> <ol style="list-style-type: none"><li>1. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).</li><li>2. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).</li><li>3. 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).</li></ol>
21	No further instructions

# Schedule of Requirements

The delivery schedule/contract period expressed as weeks/months/years stipulates hereafter a delivery/performance period which is the period within which to deliver the goods or perform the services in the project site/s.

Item Number	Description	Quantity	Delivered, Weeks/Months
1	Co-location of IT Equipment and Peripherals of the Disaster Recovery Site	Six (6) years	<b>Contract shall begin within sixty (60) calendar days after receipt of the Notice to Proceed</b>

Contact Person:

MR. JONES J. BALLESTEROS  
Assistant Department Manager/Head  
DATA CENTER MANAGEMENT DEPARTMENT  
LANDBANK Plaza Building, 1598 M.H. Del Pilar corner  
Dr. J. Quintos Streets, Malate, Manila  
Telephone Number: 8522-0000 local 7763  
Email Address: [jjballesteros@landbank.com](mailto:jjballesteros@landbank.com)

Conforme:

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature Over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Position

## Technical Specifications

Specification	Statement of Compliance
<p data-bbox="279 1318 678 1417">Co-location of IT Equipment and Peripherals of the Disaster Recovery Site</p> <ol data-bbox="153 1462 812 1853" style="list-style-type: none"><li data-bbox="153 1462 812 1566">1. <b>Scope of work and other requirements per attached Revised Terms of Reference (Annexes D-1 to D-22).</b></li><li data-bbox="153 1610 812 1853">2. <b>The documentary requirements enumerated in Annexes D-9 to D-10 of the Revised Terms of Reference shall be submitted in Eligibility and Technical Component to support the compliance of the Bid to the technical specifications and other requirements.</b></li></ol> <p data-bbox="208 1893 812 1990">Non-submission of the above documents may result in the post-disqualification of the bidder.</p>	<p data-bbox="843 477 1400 599">Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either "Comply" or "Not Comply"</p> <p data-bbox="832 676 1412 1278">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="953 1318 1290 1378">Please state here either "Comply" or "Not Comply"</p>

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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 Component (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.

o 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. **Revised 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).
14. **Certification of TIA 942 Rated 3 or equivalent certification (Bidders Data Center) from a third party certifying body;**
15. Certification of the bidder for the following:
  - 15.1 PCIDSS Version 3.2
  - 15.2 ISO 9001:2015 (Quality Management System)
  - 15.3 ISO 27001: 2013 (Information Security Management System)
  - 15.4 SOC2 Type 2
16. **Referential document that the bidder must be managing Data Center Operations for more than 3 years. List of bidder's client/s showing company name, name of project, contact numbers and email address of bidder's clients supported with copies of Purchase Order or Contract;**



17. List of bidder's associates working onsite in the Co-location Data Center supported with their respective certificate of experience in Data Center Fit-out Projects, certificate of membership from accredited professional institution/s (i.e., UAP, ASEP/ISSEP, etc.) and curriculum vitae:
  - 17.1 At least three (3) Certified Data Center Specialist
  - 17.2 At least three (3) Certified Data Center Professional
  - 17.3 At least one (1) Certified Data Center Expert
  - 17.3 At least one (1) Cisco Certified Network Associate
18. **Certificate of Inspection (CI) from LANDBANK – Data Center Management Department (DCMD), issued at least three (3) calendar days prior to the opening of bids.**

*Note: During the opening of the first bid envelopes (Eligibility and Technical Component), 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 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 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).
  3. Duly filled out Breakdown of Prices Form signed by the bidder's authorized representative (Annexes E-1 to E-3).

*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.*



TERMS OF REFERENCE (TOR)

COLOCATION OF IT EQUIPMENT AND PERIPHERALS OF THE DISASTER RECOVERY (DR) SITE TO SERVICE PROVIDER FOR SIX (6) YEARS

Instructions on responding to this Technical Specification Document

- a. The vendor/bidder understands and agrees that the requirements specified in this document are deliverables for the proposed colocation of servers, network devices, IT security equipment, racks and other facilities.
- b. All deliverables, its specifications and functionalities, must be satisfied including its necessary prerequisites without additional cost to the Bank.
- c. The vendor/bidder must answer at the third column whether the [solution requirement] complies or not—answer must be YES or NO.
- d. The REMARKS column in the table is to be filled out according to the response in the third column:
  - d.1. If answer to the third column is YES: REMARKS column is to be filled out with the complete and specific reference to the supporting document included in the bidding document to support answer/claim.
  - d.2. If the answer to the third column is NO: REMARKS column is to be filled out with the justifications why the proposed Colocation of IT Equipment and Peripherals cannot meet the specified requirement; include the complete and specific reference to the supporting document included in the bidding document to support answer/claim.
- e. The supporting documents, cited references to the Colocation of IT Equipment and Peripherals TOR must be indexed or labeled accordingly for easy identification and validation.

REQUIREMENT	WILL COMPLY? YES (Y)/NO (N)	Remarks
1. GENERAL REQUIREMENTS		
a. Provide 24x7 co-location services for the LBP owned equipment.		
b. The Data Center must be owned by the winning bidder and located outside the NCR but within the area of Luzon.		

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REQUIREMENT	WILL COMPLY? YES (Y)/NO (N)	Remarks
c. The Data Center must be at least <b>30 km highway route or 25 km line of sight</b> from LBP Malate and LBP West Ave office		
d. Must provide at least 40 rack space with options to expand for the future requirements of LBP.		
<p>e. Must provide equipment racks of various servers, network, security, storage and other devices:</p> <ul style="list-style-type: none"> <li>• Must be capable of up to 47 RU</li> <li>• UPS Power of 3 KVA per rack but expandable to 15KVA per rack.</li> <li>• Must provide power distribution unit enough to serve the requirements of LBP in every racks.</li> </ul> <p>Note: Must accommodate the requirements of proprietary equipment rack (e.g. IBM Mainframe, Storage, etc).</p>		
f. Must provide fire-proof vault or room with steel cabinet and padlocks to accommodate at least 150 backup tapes of different types.		
g. During the initial transfer of the equipment, the winning bidder must provide working space for 1 LBP associate for 2 months.		
<p>h. During Disaster and scheduled DR Drill, the winning bidder must:</p> <ul style="list-style-type: none"> <li>• Provide 20 shared seats with desktop computers and network connections for 20 people.</li> <li>• Provide at least 2 managers room exclusive for LBP Associates with 1 multi-function printer.</li> <li>• Provide a Meeting/Conference Room that can accommodate at least 20 associates.</li> <li>• Provide telephones and other communication facilities.</li> <li>• Provide temporary sleeping area and pantry for LBP Employees</li> </ul>		

REQUIREMENT	WILL COMPLY? YES (Y)/NO (N)	Remarks
i. Must provide support with the following SLA. <ul style="list-style-type: none"> <li>• 24 x 7 technical support including Holidays (unlimited phone and email customer service assistance, on-call / on-site support</li> <li>• Response time: must be within 15 minutes</li> <li>• Resolution time: must be within four (4) hours</li>   <li>• Data Center Services Availability must be guaranteed at least 99.98 percent including network and connectivity uptime.</li> </ul>		
2. BUILDING STRUCTURE		
a. Must be designed in accordance with the National Structure Code of the Philippines using the highest consideration for building construction, maximum security and safety		
b. Must be at least Seismic Zone 4 compliant, can withstand magnitude 8 earthquake		
c. The Data Center must be ANSI/TIA-942 Rated 3 or equivalent supported by certificate of compliance issued by the certification body.		
d. The DC must be concurrently maintainable, allowing the ability to shut-down any electrical component for maintenance & testing without requiring that the critical load to shut down.		
e. All electrical systems must be in a separate room away from the server farms.		
f. The HVSG must utilize vacuum type circuit breakers for safety protection during maintenance.		
g. The LVSG, must have integrated automatic transformer switch (ATS) & must utilize draw-out circuit breakers for safety protection during maintenance.		

REQUIREMENT	WILL COMPLY? YES (Y)/NO (N)	Remarks
h. Power cabling must be installed away from the data cabling to minimize electrical static.		
i. The Data Center must be operational and ready for the coloc requirements of LBP by March of 2024		
j. The Data Center must be at least 200 meter away from hazardous factories and storage (e.g. Chemical Factory, Paper, rubber factories, gasoline stations, etc.)		
<b>3. Heating, Ventilation and Air-conditioning (HVAC)</b>		
a. Must provide a minimum of N+1 configuration for major mechanical equipment such as cooling towers and Chillers.		
b. Must provide a minimum of N+1 configuration for CRAC units.		
c. CRACs must have dual power supplies to eliminate single point of failure		
d. Constant temperature must be within the range of 18 to 27 degC +/-2 following latest the ASHRAE standard.		
e. Humidity must be within range of 40 to 60 % RH following latest the ASHRAE standard.		
f. The server racks must follow a standard cold aisle-hot aisle configuration to improve cooling efficiency.		
<b>4. Uninterruptible Power Supply (UPS)</b>		
a. Must provide a separate UPS system for the IT load and Cooling Load		
b. Must provide a minimum of 2N configuration for UPS, and 10 minutes back-up for CRAC supply.		
c. Must provide a minimum of 2N configuration and 15 minutes back-up for client racks supply.		

REQUIREMENT	WILL COMPLY? YES (Y)/NO (N)	Remarks
<b>5. BACKUP GENERATORS</b>		
a. Must provide a minimum of N+1 configuration to support the power requirements of the Data Center		
b. In the case of a disaster, the generators must be able to provide power for at least 3 days of continuous operation without commercial power at full load.		
c. Must ensure availability of fuel to power up the Generator until the normal power is established.		
d. The Generator sets must be Data Center Grade allowing for it to run continuously without the need to rotate the units to cool it down.		
e. The Generator sets must have multiple fuel storage tanks with multiple pumps with by-pass and back-up piping system to eliminate single point of failure.		
<b>6. FIRE SUPPRESSION SYSTEMS</b>		
a. Must provide an environment friendly Gas-based fire suppression system at the Server Farm, UPS room, Battery Room and CRAC room		
b. The server farms must have discharge nozzles and smoke detectors		
c. The facility must have High Sensitivity Smoke Detection Apparatus		
<b>7. NETWORK BACKBONE ARCHITECTURE</b>		
a. The winning bidder must be a carrier agnostic to include the major telco players (PLDT, Globe, Converge, Radius, etc.) to avoid complete dependence to a single telco carrier.		

REQUIREMENT	WILL COMPLY? YES (Y)/NO (N)	Remarks
<p>b. The winning bidder must have a Meet-Me-Rooms where other TELCO providers can provide connectivity requirements of LBP. The rooms must have redundant power and controlled environmental requirements for the TELCO equipment.</p> <p>The Meet-Me-Rooms must accommodate the existing (19 backhaul/Fiber connections and at least 150 MBPS Internet connections) and future requirements of LBP</p> <p>The Data Center must have a DWDM facility with the telco for the extended LAN of 1 GB and 10 GB.</p>		
<p>c. The winning bidder must provide network connectivity as requested by LBP from the equipment of Telco's at the Meet-Me-Rooms to the server racks/farms.</p>		
<p>d. The winning bidder must provide data cable path panels for every server/network racks for the network connectivity of the equipment.</p>		
<p>e. The winning bidder must provide network connections so that LBP can remotely access the collocated servers and equipment 24/7</p>		
<b>8. BUILDING MANAGEMENT SYSTEM</b>		
<p>a. The winning bidder must have water leak detection (WLDS) systems.</p>		
<p>b. The winning bidder must have a building manage system that will allow reliable and centralized monitoring of the following DC equipment:</p> <ul style="list-style-type: none"> <li>• Electrical system showing the status (ON/OFF &amp; trip position of CB's)</li> </ul>		

REQUIREMENT	WILL COMPLY? YES (Y)/NO (N)	Remarks
<p>essential parameters, utilization of equipment capacity and branch circuit monitoring of each server rack load</p> <ul style="list-style-type: none"> <li>• DCIE / PUE metering</li> <li>• UPS &amp; batteries status, essential parameters and alerts</li> <li>• Air-conditioning system CRAC's status and essential parameters</li> <li>• White space cold aisles temperature and humidity status and alerts</li> <li>• Water leak detection system status and alerts</li> <li>• Fire protection status and alerts</li> <li>• Generator system essential parameters and fuel level status</li> </ul>		
<b>9. TECHNICAL SUPPORT</b>		
<p>a. The winning bidder must have (at a minimum) the following capabilities:</p> <ul style="list-style-type: none"> <li>• 24 x 7 helpdesk, phone and email support</li> <li>• Onsite technical support engineers to support first level problem and request</li> </ul> <p>24 x 7 site access to customer</p>		
<p>b. The winning bidder must have a 24 x 7 Network Operations Center (NOC) in the Data Center (onsite) that provides centralized monitoring system</p>		
<b>10. PHYSICAL SECURITY</b>		
<p>a. The winning bidder must have at least 6 layers of security between the main entrance of the facility and the co-located racks for purposes of ensuring physical security.</p>		
<p>b. Physical access to the server farm must be controlled by a man trap.</p>		
<p>c. Must provide both tap card and biometric authentication to access the server farm.</p>		

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REQUIREMENT	WILL COMPLY? YES (Y)/NO (N)	Remarks
d. Must be equipped with a CCTV covering the building perimeter, entrance lobby, meet me room and the server racks of LBP. CCTV recording have at least 6 months retention period.		
e. Employees and clients of the service providers must not be allowed to bring in their personal belongings inside the DC. Lockers must be provided where employees and clients can store their gear while they are inside the building premises.		
f. The winning bidder shall comply to the existing IT Security Policies and Standards of the LBP.		
<b>11. SERVICE CORRIDORS, FREIGHT ELEVATORS AND LOADING/UNLOADING DOCKS</b>		
a. Winning bidder must provide service corridors for safe and easy mobilization of equipment.		
b. Winning bidder must assist in the transfer and installation of server racks and IT equipment from the loading dock to the Data Center.		
c. The DC facility must have an area for loading and unloading dock		
d. The facility must have a quarantine and staging area for newly delivered equipment.		
<b>12. SERVER FARMS</b>		
a. Server Farms must be surrounded by "fire rated" wall protection from the outside environment.		
b. The racks must follow a standard cold aisle-hot aisle configuration to improve cooling efficiency.		
c. To help achieve a more consistent ambient temperature the hot aisles should be significantly narrower to allow hot air to rise faster and speed up the cooling cycle.		

REQUIREMENT	WILL COMPLY? YES (Y)/NO (N)	Remarks
d. Server racks must provide external indicator for door closed/open status.		
e. The winning bidder must provide twist lock for the power supply of the servers.		

QUALIFICATION REQUIREMENTS	DOCUMENTARY REQUIREMENTS	WILL COMPLY? YES (Y)/ NO (N)
<b>13. QUALIFICATION AND DOCUMENTARY REQUIREMENTS</b>		
<b>13.1 The Bidder's Data Center must be a TIA 942 Rated 3 Facility Certified or equivalent, supported by certificate of compliance</b>	<b>Certification of TIA 942 Rated 3 or equivalent certification from a third party certifying body</b>	
13.2 The bidder must be certified in the following: <ul style="list-style-type: none"> <li>• PCIDSS Version 3.2</li> <li>• ISO 9001:2015 (Quality Management System)</li> <li>• ISO 27001: 2013 (Information Security Management System)</li> <li>• SOC2 Type 2</li> </ul>	Certification from the respective agencies.	
<b>13.3 The Bidder must be managing the Data Center operations for more than three (3) years.</b>	Referential document that the Bidder must be <b>managing Data Center Operations for more than 3 years</b> . Include company name, name of project, contact numbers and email address of bidder's clients supported with copies of Purchase Order or Contract.	

<p>13.4 The bidder must have the following associates working onsite in the Co-Location Data Center.</p> <ul style="list-style-type: none"> <li>• At least three (3) Certified Data Center Specialist (CDCS)</li> <li>• At least three (3) Certified Data Centre Professional (CDCP)</li> <li>• At least one (1) Certified Data Centre Expert (CDCE)</li> <li>• At least one (1) Cisco Certified Network Associate (CCNA)</li> </ul>	<p>Certified Copies of the following:</p> <ol style="list-style-type: none"> <li>1. Certificate of experience in Data Center Fit-out Projects</li> <li>2. Certificate of membership from accredited professional institution/s (i.e. UAP, ASEP/ISSEP etc.)</li> <li>3. Curriculum Vitae</li> </ol>	
<p><b>13.5 Prior to submission of bidding proposal, the vendor must coordinate with LANDBANK-DCMD to conduct a site survey at Data Center Head Office to check the existing site condition and completely assess the requirements as part of the proposed solution without additional cost to the Bank. The survey is necessary to ensure that the proposed solution will be able to function properly and according to expectation.</b></p> <p><b>The site inspection will be conducted at least three (3) calendar days before opening of bids from Monday to Friday 8:00am-3pm. Contact persons are Arnhel Alfred Ballocanag and Bernard Mariano with email addresses <a href="mailto:amballocanag@landbank.com">amballocanag@landbank.com</a> and <a href="mailto:bmariano@landbank.com">bmariano@landbank.com</a>. They can be contacted thru phone number 8-5220000 local 7600.</b></p>	<p><b>Non-disclosure Agreement (NDA) signed by the bidder's authorized representative must be submitted two (2) calendar days prior to the conduct of site inspection.</b></p> <p><b>Certificate of Inspection will be issued by DCMD Head for the bidders who will conduct site inspection which shall be form part of the bid proposal.</b></p>	

14. OTHER PROVISIONS	WILL COMPLY? YES (Y)/NO (N)
<p>Pre-Termination/Termination</p> <ol style="list-style-type: none"> <li>1. Pre-termination/Termination of Contracts shall be governed by the Guidelines on Termination of Contracts per Annex "I" of the 2016 Revised Implementing Rules and Regulations.</li> <li>2. In addition to the grounds under the said Guidelines for Contract Termination the following are also grounds for pre-termination/termination:               <ol style="list-style-type: none"> <li>a. Failure by the winning supplier to perform its obligations thereon;</li> <li>b. Unsatisfactory Performance by the winning supplier within the contract duration.</li> </ol> </li> </ol>	
<p>These additional provisions are regulatory compliance</p> <p>The Winning Bidder must comply with the requirements in relation to Third Party/Vendor Assessment conducted by the Bank. Must submit [eg. Latest Financial Statement (FS), Business Continuity Plan (BCP) that are related to the Bank, and List of Updated Technical Support (include name, contact numbers and email address), etc]</p>	
<p>The Supplier shall guarantee that the information provided by LANDBANK in relation to the performance of the former's function shall be handled with <u>utmost confidentiality</u>. This should be supported by a separate duly notarized Non-Disclosure Agreement (Exhibit 1) mutually agreed upon by both parties and must be submitted to LANDBANK Procurement Department prior to contract implementation.</p>	
<p>OTHER PROVISIONS</p>	<p>WILL COMPLY? YES (Y)/NO (N)</p>
<p>Performance Evaluation</p> <ol style="list-style-type: none"> <li>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 2).</li> <li>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.</li> </ol>	

<b>Contract Duration</b>  <i>Six (6) years to start within sixty (60) calendar days after receipt of the Notice to Proceed (NTP)</i>	
<b>Payment Terms</b>  a. Payment shall be subject to LBP accounting and auditing rules. b. Pursuant to Malacanang Executive Order No. 170 - Adoption of Digital payments for Government Disbursement 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. c. Payment shall be through direct credit to the winning supplier's deposit account with LANDBANK. d. The supplier shall be paid within sixty (60) calendar days after submission of billing or claim. e. One time cost after completion of deliverables. Monthly payment for the recurring cost for six (6) years.	
<b>CONTACT PERSON</b>  <b>MR. JONES J. BALLESTEROS</b> Head <b>DATA CENTER MANAGEMENT DEPARTMENT</b> LANDBANK Plaza Building, 1598 M.H. Dei Pilar corner Dr. J. Quintos Streets, Malate, Manila Telephone Number: 8405-7763 Email Address: <a href="mailto:jjballesteros@landbank.com">jjballesteros@landbank.com</a>	

Prepared by:

  
**JONES J. BALLESTEROS**  
*jj*

## 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

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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 damage resulting from mistakes, inaccuracies or misinformation contained therein. The Receiving Party understands and acknowledges that the Disclosing Party does not undertake any obligation to provide any party with access to any specific or additional information.

**9. MISCELLANEOUS**

No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless it has been reduced to writing and signed by both parties.

If any provision of this Agreement is illegal, inconsistent or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

Each party expressly understands that the confidential information is of commercially valuable and highly sensitive nature. In the event that the Disclosing Party discovers that the Receiving Party has made or makes or intends to make or causes to be made any unauthorized disclosure of the confidential information, the Disclosing Party shall be entitled to take out an injunction against the Receiving Party or any third party involved in such unauthorized disclosure, to restrain if from making any such disclosure. In addition to or in the alternative, as the case may be, the Disclosing Party shall be entitled to exercise any and all other legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the confidential information. Any dispute or claim arising from this Agreement shall be settled amicably between the parties whenever practicable. Should the parties be unable to do so, the parties hereby agree to settle such dispute/s in the proper courts of \_\_\_\_\_, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_ day of \_\_\_\_\_, 202\_\_ in the City of Manila, Philippines.

\_\_\_\_\_

**Land Bank of the Philippines**

.....  
President and CEO

\_\_\_\_\_  
Position/Designation

*Revised Annex D-18*

SIGNED IN THE PRESENCE OF:

.....(Name) .....  
.....Position / Designation..... Position/Designation

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\_\_

**CLASS C**  
**PERFORMANCE ASSESSMENT REPORT**

<b>Name of Service Provider</b>		<b>Contract Period</b>	
<b>Service Provided</b>		<b>Assessment Period</b>	

*Notes:*  
 1. Under the **REMARKS column**, indicate results, observations and/or justifications as applicable.  
 2. 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.  
 3. 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 stated under the **REMARKS section** with corresponding recommendation subject to escalation to the Management Committee.

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
<b>1. Conformity to Technical Requirements (25%)</b>					
15%	<b>Technical/ Product Support</b> 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			
10%	Provision of service reports (documentation)	Able to provide thorough service report/s and recommendations, when necessary, upon completion of actions/resolutions 4 – 80% and above of the time, was able to provide thorough service report/s and recommendations 3 – 60% to 79% of the time, was able to provide thorough service report/s and recommendations 2 – 40% to 59% of the time, was able to provide thorough service report/s and recommendations 1 – Below 40% of the time, was able to provide thorough service report/s and recommendations			
<b>2. Timeliness in the Delivery of Services (25%)</b>					
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 reported during the assessment period were responded within the agreed timeline 3 – 60% to 79% of the total requests reported during the assessment period were responded within the agreed timeline 2 – 40% to 59% of the total requests reported during the assessment period were responded within the agreed timeline 1 – Below 40% of the total requests reported during the assessment period were responded within the agreed timeline; negative publicity was encountered by the Bank due to service delivery failure			
<b>3. Behaviour of Personnel (Courteous, Professional and Knowledgeable) (10%)</b>					
10%	Trained and Qualified Staff	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.) 4 – Provided sufficient highly skilled and knowledgeable staff support; Staff always available when called			

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS										
		3 – Provided sufficient highly skilled and knowledgeable staff support; Staff available on a scheduled basis 2 – Provided sufficient highly skilled and knowledgeable staff support; Staff not readily available 1 – Lacks knowledgeable and skilled staff support; Staff cannot address the requests/inquiries/issues raised													
<b>4. Response to Complaints (10%)</b>															
10%	Problem Resolution/Issue Management	Able to address problems or resolve any errors by providing assessment, work-around recommendation or permanent fixes and adequate information 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 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 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 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 Bank due to service delivery failure													
<b>5. Compliance with set office policies for such service (10%)</b>															
10%	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:													
	Data Segregation	Observed segregation of data of the Bank from that of service provider and its other clients 4 – Observe data segregation for controls, and for easily accessible/fast data recovery 1 – Does not comply with data segregation													
<b>6. Financial Capacity (10%)</b>															
10%	Financial Condition	Able to pass at least three (3) of the minimum criteria based on the latest (not more than 2 years) Audited Financial Statements: <table border="1" data-bbox="426 1473 937 1765"> <thead> <tr> <th>INDICATOR</th> <th>MINIMUM CRITERIA</th> </tr> </thead> <tbody> <tr> <td>• Profitability (Net Income)</td> <td>Must be positive</td> </tr> <tr> <td>• Current Ratio (Current Assets over Current Liabilities)</td> <td>1:1</td> </tr> <tr> <td>• Debt/Equity Ratio (Liabilities over Equity)</td> <td>80:20</td> </tr> <tr> <td>• Networth (Total Assets less Total Liabilities)</td> <td>Must be positive</td> </tr> </tbody> </table> 4 – All minimum criteria were met 3 – Three (3) of the minimum criteria were met 2 – 1 to 2 of the minimum criteria were met 1 – All minimum criteria were not met	INDICATOR	MINIMUM CRITERIA	• Profitability (Net Income)	Must be positive	• Current Ratio (Current Assets over Current Liabilities)	1:1	• Debt/Equity Ratio (Liabilities over Equity)	80:20	• Networth (Total Assets less Total Liabilities)	Must be positive			
INDICATOR	MINIMUM CRITERIA														
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• Networth (Total Assets less Total Liabilities)	Must be positive														

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
<b>7. Confidentiality Agreement (5%)</b>					
5%	Compliance to the Confidentiality Agreement	Able to comply with the confidentiality agreement with the Bank and always observe proper handling of confidential information 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) 3 - Comply with the confidentiality agreement, but sometimes failed to observe proper handling/transmission of confidential information 2 - Caused potential breach of confidential information 1 - Caused breach of confidential information			
<b>8. Contingency Plan (5%)</b>					
3%	Business Continuity Plan (BCP)	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) 4 - Provided a document/report/ certification on the availability of contingency measures/BCP in case of adverse events 1 - Does not provide document/ report/ certification on the availability of contingency measures/BCP			
2%	BCP/Contingency Measures/Disaster Recovery	Allowed access to disaster recovery/ business continuity contingency plans and procedures 4 - Has a BCP to provide contingency measures specific to the Bank 3 - Has a BCP to provide contingency measures in general, to its clients 2 - Has a BCP to provide contingency measures but on a limited basis only 1 - Has no BCP to provide contingency measures to its clients			
			<b>TOTAL RATING</b>		
			<b>AVERAGE RATING</b>		
			<b>ADJECTIVAL RATING</b>		
<b>3.4 – 4.0</b>		Excellent	Exceeds expectations/deliverables		
<b>2.3 – 3.3</b>		Good	Meets deliverable		
<b>1.7 – 2.2</b>		Needs Improvement	Tighter Controls, Management intervention required		
<b>1.0 – 1.6</b>		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:

Reviewed by:

Noted by:

RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

DATE	April 23, 2024
PROJECT IDENTIFICATION NO.	LBP- ICTBAC-ITB-GS-20240207-03
PROJECT NAME	Co-location of IT Equipment and Peripherals of the Disaster Recovery Site
PROPOSER UNIT/TECHNICAL WORKING GROUP	DATA CENTER MANAGEMENT DEPARTMENT

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK'S RESPONSES
<b>GENERAL REQUIREMENTS</b>			
1	c. The Data Center must be at least 30 km away from LBP Malate and LBP West Ave office	This is to confirm that the distance being mentioned in the clause is based on highway route?	c. The Data Center must be at least 30 km highway route or 25 km line of sight from LBP Malate and LBP West Ave office
2	<p>e. Must provide equipment racks of various servers, network, security, storage, and other devices:</p> <ul style="list-style-type: none"> <li>• Must be capable of up to 47 RU</li> <li>• UPS Power of 3 KVA per rack but expandable to 15KVA per rack.</li> <li>• Must provide power distribution unit enough to serve the requirements of LBP in every racks.</li> </ul> <p>Note: Must accommodate the requirements of proprietary equipment rack (e.g. IBM Mainframe, Storage, etc.).</p>	<p>a. Does the requirement require provision of racks? or LBP will bring their own racks</p> <p>b. Given that most data centers typically only have 42RU racks, is it confirmed that 47RU racks are required?</p> <p>Will you consider 45U 600x1200m rack as this is standard deployment?</p> <p>c. How many PDU per rack?</p>	<p>a. The winning bidder should provide equipment racks for the equipment of LBP except for the proprietary equipment. Please refer to General Requirements item 1.e.</p> <p>b. Standard rack 42 RU's are acceptable but the bidder should be capable of housing 47 RU's in case of future needs.</p> <p>c. 2 PDU's per rack (Standard racks) with 20 sockets/PDU and should be connected to different UPS for redundancy purposes (3 KVA's per PDU's). Monthly power charges should be for the account of the winning bidder.</p> <p>4 PDU's for IBM Mainframe/Storage and other proprietary racks with 2 PDU's connected to different UPS for redundancy purposes (7 KVA's per PDU's). Each PDU with 12</p>



		<p>d. Would you require Transfer Static Switch (STS)?</p> <p>e. Can we request list of the proprietary equipment rack that will be collocated in the Datacenter such as Mainframe, etc.?</p> <p>For LBP owned racks, what is the rack dimensions for us to prepare ahead in terms of space/capacity planning.</p>	<p>sockets. Monthly power charges should be for the account of the winning bidder.</p> <p>d. Static Transfer Switch (STS) - Not a requirement.</p> <p>e. No. Bidders may conduct site survey prior to opening of bids to assess and check the proprietary equipment racks.</p> <p><b>Added line in Terms of Reference 13. QUALIFICATION AND DOCUMENTARY REQUIREMENTS</b></p> <p><i>13.5 Prior to submission of bidding proposal, the vendor must coordinate with LANDBANK-DCMD to conduct a site survey at Data Center Head Office to check the existing site condition and completely assess the requirements as part of the proposed solution without additional cost to the Bank. The survey is necessary to ensure that the proposed solution will be able to function properly and according to expectation.</i></p> <p><i>The site inspection will be conducted at least three (3) calendar days before opening of bids from Monday to Friday 8:00am-3pm. Contact persons are Arnhel Alfred Ballocanag and Bernard Mariano with email addresses <a href="mailto:amballocanag@landbank.com">amballocanag@landbank.com</a> and <a href="mailto:bmariano@landbank.com">bmariano@landbank.com</a>. They can be contacted thru phone number 8-5220000 local 7600.</i></p> <p><i>Non-disclosure Agreement (NDA) signed by the bidder's authorized representative must be submitted two (2) calendar days prior to the conduct of site inspection.</i></p> <p><i>Certificate of Inspection will be issued by DCMD Head for the bidders who will conduct site inspection which shall be form part of the bid proposal.</i></p>
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		<p>f. Can we conduct ocular inspection on LBP Datacenters to validate the specifications of the servers to be colocated?</p> <p>g. To provide an accurate commercial proposal of the bid, we seek clarity on the actual KVA per rack to be co-located by Landbank. In addition, (for cost efficiency), is it possible to consolidate the rack space to lessen the 40 rack footprint if there is an instance wherein the power consumption per rack is less than 3KVA or if the bidder can accommodate high density racks? If it is not possible to secure the exact KVA per rack to be deployed, how will bank apply bidders' commercial proposal for Racks requirements higher than 3KVA?</p> <p>Can we determine the number of the racks needing over 5KVA-15KVA power for appropriate power customization?</p> <p>h. How many racks out of 40 racks are expected to be upgraded to 15kVA? What's the timeline or ramp-up schedule?</p> <p>May we know the rack dimensions of the 40 racks, (complete dimensions (L x W x H) especially for the mainframe (length and width) in mm</p> <p>i. Do you need a smart rPDU instead of the basic rPDU, where you can monitor remotely your servers.</p>	<p>f. <b>Yes, we can accommodate ocular inspection in the LBP Datacenter, please see Revised Terms of Reference (TOR) 13. QUALIFICATION AND DOCUMENTARY REQUIREMENTS</b></p> <p>g. <b>Yes, consolidation of rack space is acceptable to reduce rack space</b></p> <p><b>Bidders may conduct site survey prior to opening of bids to assess and check the exact KVA per rack.</b></p> <p>h. <b>Bidders may conduct site survey prior to opening of bid to assess and check the exact KVA rating per rack within sixty days after issuance of NTP.</b></p> <p>i. <b>Not a requirement.</b></p>
3	g. During the initial transfer of the equipment, the winning bidder must provide working space for 1 LBP associate for 2 months.	a. Is it ok for LBP associates to use our (in house) building meeting room for this purpose?	a. <b>Yes, use of (in house) in building meeting room is acceptable.</b>

		<p>b. For the meeting/conference Room. Will it include furniture OR just tables and seats?</p> <p>c. For sleeping quarters – will it be acceptable for us to provide hotel accommodations near the proposed colocation area instead.</p>	<p>b. Only tables and seats</p> <p>c. Hotel accommodation is acceptable provided it is a walking distance and just across the proposed colocation area.</p>
4	<p>h. During Disaster and scheduled DR Drill, the winning bidder must:</p> <ul style="list-style-type: none"> <li>• Provide 20 shared seats with desktop computers and network connections for 20 people.</li> <li>• Provide at least 2 managers room exclusive for LBP Associates with 1 multi-function printer.</li> <li>• Provide a Meeting/Conference Room that can accommodate at least 20 associates.</li> <li>• Provide telephones and other communication facilities.</li> </ul>	<p>a. For 20 pax, will you consider shared seats in a shared office? What is the frequency per year and what is the duration/no. of days per frequency?</p> <p>May we know the estimated number of pax and visits per year?</p> <p>b. For 2 managers, will you consider dedicated seats in shared office or a dedicated room? What is the frequency per year and what is the duration/no. of days per frequency?</p> <p>How often would be the DR Drill per year?</p> <p>c. For sleeping quarters, please specify no. of days needed/frequency per year and how many pax (male and female)?</p> <p>d. Desktops and Multifunction Printers are indicated as inclusive items. Can we provide specifications for this?</p>	<p>a. Shared seats in a shared office is acceptable. Minimum of 2 and maximum of 4 test annually with 3 days duration each tests. Unlimited (scheduled and unscheduled) visits for preventive and reactive maintenance.</p> <p>b. Shared seats in a shared office is acceptable. Minimum of 2 and maximum of 4 test annually with 3 days duration each tests. Unlimited (scheduled and unscheduled) visits for preventive and reactive maintenance.</p> <p>c. For sleeping quarters LBP requires 2 females and 2 males for 3 days (maximum) for every disaster and scheduled Drill;</p> <p>d. Desktops and printers will be provided by LBP.</p>
5	i. Response time: must be within 15 minutes.	Is it possible to relax the response time from 15 mins to 30 mins?	We will stick to our TOR specs
<b>BUILDING STRUCTURE</b>			
6	c. The Data Center must be ANSI/TIA-942 Rated 3 or equivalent supported by certificate of compliance issued by the certification body.	Will you consider other "Equivalent" supporting documents from our Design and Consultancy team that can support our compliance and alignment with the Tier 3 Design?	Yes, ANSI/TIA-942 Rated 3 or equivalent as indicated in the Building Structure item C.

<b>Heating, Ventilation and Air-conditioning (HVAC)</b>			
7	The server racks must follow a standard cold aisle-hot aisle configuration to improve cooling efficiency.	We are using new cutting-edge technology in our data center to support energy efficient cooling system. Will you consider "hot aisle containment" (as this is our standard deployment) and consider justification why hot aisle is more cooling and energy efficient	We will stick to our TOR specs
<b>NETWORK BACKBONE ARCHITECTURE</b>			
8	e. The winning bidder must provide network connections so that LBP can remotely access the collocated servers and equipment 24/7	May we ask for the network connection details (like the required bandwidth for internet or will it be layer 2 or layer 3 connectivity) and location of LBP office to be connected.	The requirements of LBP are for the winning bidder to provide connections from the meet me room to the server racks. LBP to provide internet connections and layer 2 switches
<b>TECHNICAL SUPPORT</b>			
9	b. The winning bidder must have a 24 x 7 Network Operations Center (NOC) in the Data Center (onsite) that provides centralized monitoring system	This is to confirm that the NOC monitoring being mentioned for this requirement is for the Data Center components/facilities in general and not the servers/assets owned by Landbank?	Yes, this is for the Data Center.
<b>PHYSICAL SECURITY</b>			
10	f. The winning bidder shall comply to the existing IT Security Policies and Standards of the LBP.	Yes, we will comply. But may we kindly ask for an advance copy of LBP's security Policies and Standards for reference.	LBP to provide the security policies to the winning bidder.
<b>SERVER FARMS</b>			
11	d. Server racks must provide external indicator for door closed/open status.	What specific level of indication or monitoring is required?	LBP require security indicators using the internal cctv of the winning bidder focused on the equipment racks of LBP and doors of the equipment racks should be connected to the alarm system of the winning bidder.
12	e. The winning bidder must provide twist lock for the power supply of the servers.	The twist lock for the mainframe and other servers (has built-in racks) are proprietary and we assume LBP will be providing the twist lock for those proprietary racks?	For the standard racks, the winning bidder should provide the twist locks. For proprietary racks (IBM servers, storage, etc.), LBP will provide the twist locks.
<b>QUALIFICATION AND DOCUMENTARY</b>			
13	13.1 The Bidder's Data Center must be a certified TIA 942 Rated 3 Facility Certified	a. Will you consider other "Equivalent" supporting documents from our Design	a. YES. Revised the Terms of Reference  13.1 The Bidder's Data Center must be a TIA 942 Rated 3 Facility Certified or

	<p>Certification from (EPI) a third party certifying body</p>	<p>and Consultancy team that can support our compliance and alignment with the Tier 3 Design?</p> <p>b. Can we request to relax this clause to "TIA 942 Rated 3 Facility or Design Certified", due to ongoing DC Facility audit being conducted.</p> <p>c. Since we are new regional player and is currently ongoing for ANS/TIA certification, will you consider other equivalent supporting documents from our Design and Consultancy team that can support our compliance and alignment with our Tier 3 Design?</p>	<p><i>equivalent, supported by certificate of compliance.</i></p> <p><i>Certification of TIA 942 Rated 3 or equivalent certification from (EPI) a third party certifying body</i></p> <p><b>b. Yes, provided a copy of the application for certification for the DC facility will be provided upon submission of the bids and to be certified within 2024.</b></p> <p><b>c. Yes. Revised the Terms of Reference</b></p> <p><b>13.1 The Bidder's Data Center must be a certified TIA 942 Rated 3 Facility Certified or equivalent supported by certificate of compliance.</b></p> <p><i>Certification of TIA 942 Rated 3 or equivalent certification from (EPI) a third party certifying body</i></p>
14.	<p>13.3 The Bidder must be managing the Data Center operations for more than three (3) years.</p>	<p>a. To clarify if the Datacenter provider/vendors like Datacenter Network, Hardware Systems and others within the Datacenter will suffice the requirements?</p> <p>b. As the goal is to prove the bidder's Data Center experience is more than (15) fifteen years. We request that in lieu of PO and Contracts, proving SEC Registration Certification which explicitly states the Bidder has more than (15) fifteen years in the Data Center business may also be an acceptable reference in this requirement. This includes built-up, operation, and maintenance of such facilities.</p>	<p><b>a. Yes, acceptable.</b></p> <p><b>b. Yes. The winning bidder should provide existing contracts from their clients for LBP to validate that they are in the Data Center Business for at least 3 years.</b></p>

		<p>c. Since we are a new player providing new cutting edge, energy efficient data center, will you consider a new data center player? If yes, what supporting documents will you be requiring</p>	<p>c. The winning bidder should have at least 3 years' experience in managing the Data Center Operations. This is to take advantage of the greener environment and part of the bank's initiative for ESG (environmental, social and Governance).</p> <p>Referential document that the Bidder is in the Data Center business with existing contract/s for more than 3 years in <i>managing Data Center Operations</i>. Include company name, name of project, contact numbers and email address of bidder's clients supported with copies of Purchase Order or Contract.</p>
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**Contract Duration, submissions of Bids and other Queries**

15	Six (6) years beginning after receipt of the Notice to Proceed (NTP)	<p>a. As we have several holidays that may affect the timing of the preparation of bid as well as there is a need for an ocular inspection in LBP Data Center, may we humbly ask your good company for at least 2 weeks extension to move the submission of bid from April 19, 2024, to May 3, 2024?</p> <p>b. May we confirm our understanding that the day one (1) of the six (6) years contract is upon the receipt of NTP?</p> <p>c. Would like to request for the soft copy of the Terms of Reference</p> <p>d. Would like to request for the submission extension to be on April 26, 2024</p>	<p>a. LBP issued a SBB No.2 last 19 April 2024 moving the opening of Bids to 3 May 2024.</p> <p>b. <i>No. Revised the Terms of Reference. Six (6) years to start within sixty (60) calendar days after receipt of the Notice to Proceed (NTP)</i></p> <p>c. TOR is posted in Philgeps. You may also request a copy by sending an email to CFMANGILIT@LANDBANK.COM or LFSANTOS@LANDBANK.COM</p> <p>d. LBP issued a SBB No.2 last 19 April 2024 moving the opening of Bids to 3 May 2024.</p>
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16	<p><b>BDS page 21</b></p> <p>A contract shall be considered similar to this Project if it involves Colocation of IT Equipment and Peripherals. Moreover, it must have been completed within three (3) years prior to the deadline for the submission and receipt of bids."</p>	<p>Would it be possible to make this as "DataCenter IT Solutions - Hardware, Network or Systems"?</p>	<p><b>Yes, acceptable.</b></p>
17	<p><b>Section II.10.2 SLCC</b></p>	<p>Since DE, just started its operation last March 2023, what other documents will you allow us to provide? Will you reconsider other awarded contracts from our HQ in Singapore or equivalent document in DE's Asia Pacific footprints?</p>	<p><b>Yes, acceptable for contract within three (3) years</b></p>

Prepared by:

  
**MARY JANE L. RAMIREZ**

Reviewed by:

  
**JONES J. BALLESTEROS**

Head, DCMD

Annex G-8