



**Land Bank of the Philippines**

**Department of Social Welfare and Development  
Assistance to Individuals in Crisis Situation (AICS)**

**Terms of Reference**

Author	DSWD – LANDBANK Local _____
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## TERMS OF REFERENCE

### 1.0 INTRODUCTION

Land Bank of the Philippines, hereinafter referred to as the "Bank", "LANDBANK" or "LBP", is pleased to invite you to submit a proposal for the Department of Social Welfare and Development Assistance to Individuals in Crisis Situation (AICS).

The LANDBANK, which acts as the depository and disbursing bank of the DSWD for the implementation of the DSWD Programs, needs the services of licensed, competent and qualified disbursement agents for the over-the-counter (OTC) payout of cash assistance to DSWD beneficiaries through conduits.

### 2.0 PROJECT DESCRIPTION

Procurement of a financial service provider under the supervision of BSP to service the distribution of cash assistance to AICS beneficiaries.

### 3.0 BIDDER REPRESENTATION

A bidder which submits a proposal represents that:

- 3.1 The bidder is a Financial Service Provider (FSP) duly licensed by the BSP to act as a conduit in the payment of money for AICS beneficiaries.
- 3.2 The bidder understands the specifications and requirements of this TOR.
- 3.3 The cost for developing and delivering responses to this TOR and any subsequent presentations of the proposal as requested by LANDBANK are entirely the responsibility of the bidder."

### 4.0 SCOPE OF SERVICES

- 4.1 This Terms of Reference will cover BSP-supervised Service Providers with existing business relationship with LANDBANK (with existing deposit account with LANDBANK) and have the capability to undertake over-the-counter (OTC) offsite payment to AICS (onsite/branch office of the conduit, difficult areas and GIDA) beneficiaries down to the barangay level.
- 4.2 The Service Provider, in coordination with DSWD, may provide a covered waiting area for AICS beneficiaries during the conduct of distribution of cash assistance.
- 4.3 The Service Provider shall provide payment distribution service with sufficient logistics to support the implementation of DSWD Programs in the areas and payout period set by DSWD.

## CLASS C

- 4.4 The Service Provider shall open dedicated regular deposit funding accounts with LANDBANK prior to payout (refer to **Annex A** for details of Opening of Account in the Funding of Cash Assistance).

**Note: Existing Holdout and Funding Accounts already maintained by the Service Provider with LANDBANK may be considered as the required dedicated deposit accounts.**

- 4.5 The Service Provider shall have two (2) options from which to choose its preferred mode of funding arrangements, as follows:

### 4.5.1 Advance of Cash

- 4.5.1.1 The Service Provider shall establish and maintain Service Provider Funding/Holdout Account to be utilized in crediting/transferring the payroll fund from DSWD Program Account subject to hold before the payout period and debiting of unpaid cash assistance after the payout period.
- 4.5.1.2 The Service Provider shall authorize the LANDBANK Servicing Branch to hold upon credit to the Service Provider Funding/Holdout Account the deposit balance equivalent to the amount of payroll funded by DSWD for distribution of cash assistance to the beneficiaries.
- 4.5.1.3 The Service Provider shall advance the cash assistance for payout to the beneficiaries per funding payroll schedule set by DSWD.
- 4.5.1.4 The LANDBANK Servicing Branch shall lift the amount in the Service Provider Funding/Holdout Account, subject to pro-rated lifting (equivalent to paid beneficiaries) upon receipt of the copy of the following liquidation documents not later than five (5) banking days after the payout date:
- Digital copy of Liquidation Certification (digitally signed) – Certification of Paid and Unpaid Transactions for the payouts conducted (**Exhibit 1**);
  - Soft copy of response files with data on the name of paid beneficiaries, amount paid and date paid; and
  - Soft copy of list of unpaid beneficiaries.
- 4.5.1.5 The Service Provider shall authorize the LANDBANK Servicing Branch to debit the Service Provider Funding/Holdout Account equivalent to the total unpaid cash grants based on the copy of the liquidation documents submitted the next banking day after the payout date.

## 4.5.2 Deposit Holdout

4.5.2.1 The Service Provider shall establish and maintain the following dedicated deposit accounts with the LANDBANK Servicing Branch, as follows:

- Service Provider Holdout Account to be utilized in holding the funds subject to Holdout
- Service Provider Funding Account to be utilized in crediting or transferring the payroll fund from DSWD Program Account maintained in DSWD Regional/Field Office's LANDBANK Servicing Branch

4.5.2.2 The Service Provider shall authorize LANDBANK Servicing Branch to hold the deposit balance on the Service Provider Holdout Account equivalent to the amount of payroll funded by DSWD for the distribution of cash assistance to the beneficiaries before credit to the Service Provider Funding Account.

4.5.2.3 The Service Provider shall conduct payout using the funds credited to Service Provider Funding Account

4.5.2.4 The LANDBANK Servicing Branch shall lift the amount in the Service Provider Holdout Account subject to pro-rated lifting equivalent to paid beneficiaries upon receipt of the copy of the following liquidation documents not later than five (5) banking days after the payout date:

- Digital copy of Liquidation Certification (digitally signed) – Certification of Paid and Unpaid Transactions for the payouts conducted (**Exhibit 1**);
- Soft copy of response files with data on the name of paid beneficiaries, amount paid and date paid; and
- Soft copy of list of unpaid beneficiaries.

4.5.2.5 The Service Provider shall authorize LANDBANK Servicing Branch to debit the Service Provider Funding Account equivalent to the total unpaid cash assistance based on the copy of liquidation documents not later than five (5) banking days after the payout date.

In case of failure to return the unpaid cash assistance using the Service Provider Funding Account, the Service Provider shall authorize LANDBANK Servicing Branch to debit Service Provider Hold-out Account equivalent to the amount of unpaid cash assistance.

## CLASS C

- 4.6 The Service Provider to obtain a performance bond pursuant to the requirement under RA 9184 or the Government Procurement Reform Act (GPRA).
- 4.7 Payment of Cash Assistance
- 4.7.1 Pre-release Activities
- 4.7.1.1 Service Provider shall conform with DSWD on the agreed payout schedule (e.g., date, time and venue).
- 4.7.1.2 Service Provider shall strictly follow the distribution of cash assistance based on the agreed date, time and venue.
- 4.7.1.3 Service Provider shall ensure that security measures are in place in order to safeguard the withdrawal and transport of cash assistance.
- 4.7.1.4 Service Provider shall validate and confirm receipt of the clean and final payroll files from LANDBANK Servicing Branch as sent by DSWD through secured network or other electronic means (e.g., email – file shall be with password).
- 4.7.2 Payment Day Activities
- 4.7.2.1 Beneficiaries shall present one (1) valid government-issued ID before the release of cash assistance such as but not limited to the following:
- Philippine Identification System (PhilSys) ID
  - Passport
  - Driver's License
  - Professional Regulation Commission (PRC) ID
  - Government Services Insurance System (GSIS) e-Card
  - Social Security System (SSS) Card
  - Voter's ID
  - Postal ID
  - Tax Identification Number (TIN) Card
  - PhilHealth ID
  - Senior Citizen Card
  - Overseas Filipino Workers (OFW) ID
  - Pantawid Pamilyang Pilipino Program (4Ps) ID issued by the DSWD
- Valid IDs must:
- 1) not be expired, i.e., must be up to date, or still valid as of the date of release of payout;
  - 2) not appear to be fake or dubious;
  - 3) preferably with signature, except PhilSys ID;
  - 4) with the picture of the beneficiary.

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In absence of valid government issued ID the following options may apply:

- DSWD authorized representatives shall be present during the release of cash assistance to certify the identity of the beneficiaries; or
- DSWD shall provide **Certification with photo of the beneficiary** signed by the authorized DSWD Regional/Field Office representative and present the same to the Service Provider before the release of cash assistance.

*Note: Digital Certification with digital signature and photo can be accepted.*

4.7.2.2 Actual distribution of cash assistance shall be undertaken by the Service Provider.

4.7.2.3 The Service Provider shall base the distribution of cash assistance on the clean and final payroll files from LANDBANK Servicing Branch as sent by DSWD through secured network or other electronic means (e.g., email – file shall be with password).

4.7.2.4 The Service Provider shall ensure the AICS payouts conducted for the day are reconciled based on the following:

- Actual cash assistance distributed to beneficiaries and the remaining cash on hand, if any; and
- Payroll files.

### 4.8 Liquidation of Funds

4.8.1 Service Provider shall submit directly to the DSWD Regional/Field Office copy furnished LANDBANK Servicing Branch the following liquidation documents not later than five (5) banking days after the payout date:

- Digital copy of Liquidation Certification (digitally signed) – Certification of Paid and Unpaid Transactions for the payouts conducted (**Exhibit 1**);

Note: Digital signatures can be accepted.

- Soft copy of response files with data on the name of paid beneficiaries, amount paid and date paid; and
- Soft copy of list of unpaid beneficiaries

*Note: Service Provider shall provide real time updates on the overall disbursement status of all payouts.*

*Service Provider shall allow access for DSWD Regional/Field Office in the payment history and liquidation records.*

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- 4.8.2 DSWD Regional/Field Office shall validate and reconcile the liquidation documents submitted by the Service Provider.
- 4.8.3 Upon receipt of the DSWD-reconciled Liquidation Report, the Service Provider shall submit the same to DSWD Regional/Field Office.
- 4.8.4 Service Provider shall maintain e-payroll liquidation files, records of disbursement and liquidation certification for a minimum of ten (10) years for back-up.

### 4.9 Payment of Service Fees

- 4.9.1 The Service Provider shall submit to DSWD the billing of service fees for the distributed cash assistance within three (3) banking days after the reconciliation.
- 4.9.2 LANDBANK Servicing Branch shall pay the Service Provider for the service fees within one (1) day after the receipt of Letter of Instruction (LOI) and reconciled liquidation report from DSWD.
- 4.9.3 LANDBANK Servicing Branch shall credit the service fee to the Service Provider's deposit account within the day if LOI is received before 3:00 p.m.; otherwise, crediting shall be done the next banking day.

### 4.10 Extension of Payout

For any payout schedule extension, DSWD Regional/Field Office shall request to Service Provider, copy furnish LANDBANK Servicing Branch, indicating the reason for extension.

In the event of request for extension by DSWD Regional/Field Office to Service Provider to conduct distribution of cash assistance to beneficiaries beyond the scheduled payout day, the Service Provider shall comply with the new scheduled payout date and the following:

- > Submit to the authorized staff of the DSWD Regional/Field Office the requirements in item 4.8.1 for reconciliation, which will then be the basis for the payment of service fees.
- > Submit to DSWD Regional/Field Office (copy furnish LANDBANK) the billing of service fees for the distributed cash assistance.

For any payout reschedule, DSWD to provide Notice of Rescheduled Payout in the identified email of the Service Provider, copy furnished LANDBANK.

## 5.0 CONTRACT DURATION

The contract shall be effective one (1) year upon receipt of Notice to Proceed.

## 6.0 QUALIFICATION CRITERIA AND DOCUMENTARY REQUIREMENTS

The bidder shall submit the documentary requirements as stated in **Annex B**.



**7.0 ESTIMATED QUANTITY**

The estimated number of beneficiaries for NCR is 300,000.

The actual number may be increased or decreased depending on the mapping list and payroll files provided by DSWD to LANDBANK.

**8.0 OTHER REQUIREMENTS**

8.1 The bidder must have the following:

- 8.1.1 A back-office IT System to generate the required reports, soft or hardcopy in prescribed format by LANDBANK and DSWD.
- 8.1.2 Secure File Transfer Protocol (SFTP).
- 8.1.3 A disaster recovery/business continuity/contingency plans and procedures (**Annex B**, item 5).
- 8.1.4 Well-defined security policies and procedures to ensure confidentiality, integrity and availability of the Bank's data, and confidentiality of information.

8.2 If the bidder has an ongoing or completed similar contracts with LANDBANK for the past three (3) years, it must submit a Certificate of Satisfactory Performance to be issued by Government Programs Support Department (GPSD).

8.3 In case the bidder has no completed or ongoing engagement of similar contracts with LANDBANK, a Certificate of No Prior Engagement shall be issued by GPSD.

**9.0 PERFORMANCE EVALUATION**

9.1 The performance of the Service Provider shall be evaluated by GPSD upon completion of the project or as the need arises using the parameters set forth in the Performance Assessment Report (**Exhibit 2**).

9.2 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.

**10.0 NON-DISCLOSURE AGREEMENT**

The Service Provider shall guarantee that the information by the PROCURING entity in relation to the performance of its function shall be handled with utmost confidentiality. This should be supported by separate duly notarized Non-Disclosure Agreement (**Exhibit 3**) mutually agreed upon by both parties.

  
**AVP JESSICA B. GALORIO**  
LANDBANK Batasan Branch



## PROCEDURES IN FUNDING OF CASH ASSISTANCE AND LIQUIDATION OF FUNDS

The Service Provider may opt for any of the following procedures in the funding of cash assistance:

- A. Cash Security to be deposited to the Service Provider Holdout Account maintained with LANDBANK (equivalent to the total maximum amount cash assistance per payroll funded by DSWD).

### FUNDING OF CASH ASSISTANCE

1. The Service Provider shall establish and maintain the following dedicated Deposit Accounts with LANDBANK Servicing Branch:

ACCOUNT	AMOUNT	PURPOSE
<ul style="list-style-type: none"> <li>Service Provider - Holdout Account</li> </ul>	Equivalent to the total amount of cash assistance per payroll funded by DSWD	To be utilized in holding the funds subject to holdout.
<ul style="list-style-type: none"> <li>Service Provider - Funding Account</li> </ul> <p><b>Note: This will be a non-interest bearing account.</b></p>	Based on the existing maintaining balance set by LANDBANK	To be utilized in crediting/transferring the payroll fund from DSWD Program Account maintained in DSWD Regional/Field Office's LANDBANK Servicing Branch subject to hold before the payout period by the LANDBANK Servicing Branch.

2. The Service Provider shall authorize LANDBANK to hold the deposit balance equivalent to amount credited to their account (per payroll funded by DSWD) for the distribution of cash assistance to the beneficiaries.
3. The Service Provider shall conduct payout using the funds credited to the Service Provider Funding Account.

### LIQUIDATION OF FUNDS

4. The Service Provider shall submit the following liquidation documents to DSWD Regional/Field Office (copy furnished LANDBANK Servicing Branch) not later than five (5) banking days after the payout date in order for LANDBANK Servicing Branch to lift the amount in the Service Provider Holdout Account (subject to pro-rated lifting, equivalent to paid beneficiaries):
- Digital copy of Liquidation Certification (digitally signed) – Certification of Paid and Unpaid Transactions for the payouts conducted (**Exhibit 1**);

- Soft copy of response files with data on the name of paid beneficiaries, amount paid and date paid; and
  - Soft copy of list of unpaid beneficiaries.
5. LANDBANK shall lift the amount in the Service Provider Holdout Account (subject to pro-rated lifting) upon receipt of the abovementioned liquidation documents.
  6. LANDBANK shall debit Service Provider Funding account and credit to DSWD's Program Fund Account the refunded unpaid cash assistance based on the copy of liquidation documents submitted by the Service Provider to DSWD Regional/Field Office (copy furnished LANDBANK Servicing Branch) not later than five (5) banking days after the payout date.

In case of failure to return the unpaid cash assistance using the Service Provider Funding Account, the Service Provider shall authorize LANDBANK Servicing Branch to debit Service Provider Hold-out Account equivalent to the amount of unpaid cash assistance.

7. LANDBANK shall pay the service fee based on the instruction of DSWD to be charged from DSWD Service Fee Account maintained at LANDBANK Servicing Branch.

**B. Advance of cash payout by Service Provider (to be reimbursed by LANDBANK subject to the following procedures):**

**FUNDING OF CASH ASSISTANCE**

1. The Service Provider shall establish and maintain the following dedicated Deposit Accounts with the LANDBANK Servicing Branch:

ACCOUNT	AMOUNT	PURPOSE
<ul style="list-style-type: none"> <li>• Service Provider - Funding/Holdout Account</li> </ul> <p><b>Note: This will be a non-interest bearing account.</b></p>	Based on the existing maintaining balance set by the Bank	To be utilized in crediting/transferring the payroll fund from DSWD Program Account subject to hold before the payout period and debiting of unpaid cash assistance after the payout period.

2. The Service Provider shall authorize LANDBANK Servicing Branch to hold upon credit to the Service Provider Funding/Holdout Account the deposit balance equivalent to the amount of payroll funded by DSWD for the distribution of cash assistance to the beneficiaries.
3. The Service Provider shall advance cash for payout to the beneficiaries per funding payroll schedule sent by DSWD.

## LIQUIDATION OF FUNDS

4. The Service Provider shall submit the following liquidation documents to DSWD Regional/Field Office (copy furnished LANDBANK Servicing Branch) not later than five (5) banking days after the payout date in order for LANDBANK Servicing Branch to lift the amount in the Service Provider Funding/Holdout Account (subject to pro-rated lifting, equivalent to paid beneficiaries):
  - Digital copy of Liquidation Certification (digitally signed) – Certification of Paid and Unpaid Transactions for the payouts conducted (**Exhibit 1**);
  - Soft copy of response files with data on the name of paid beneficiaries, amount paid and date paid; and
  - Soft copy of list of unpaid beneficiaries.
5. LANDBANK shall lift the amount in the Service Provider Funding/Holdout Account (subject to pro-rated lifting) upon receipt of the abovementioned liquidation documents.
6. LANDBANK shall debit Service Provider Funding/Holdout Account and credit to DSWD's Program Fund Account the amount equivalent to the total unpaid cash assistance based on the copy of liquidation documents submitted by the Service Provider to DSWD Regional/Field Office (copy furnished LANDBANK Servicing Branch) not later than five (5) banking days after the payout date.
7. LANDBANK shall pay the service fee based on the instruction of DSWD to be charged from DSWD Service Fee Account maintained at LANDBANK Servicing Branch.

## ANNEX B

### QUALIFICATION CRITERIA AND DOCUMENTARY REQUIREMENTS

ITEM NO.	QUALIFICATION CRITERIA	DOCUMENTARY REQUIREMENTS
1	Acid Test Ratio (Cash + Accounts Receivable + Short-Term Investments/Current Liabilities) of at least 1:1 for CY 2023.	<b>Financial Statements for CY 2023 including the notes to financial statements.</b>
2	Current Ratio (Current Assets/Current Liabilities) of at least 1:1 for CY 2023.	
3	Profitable operations for CY 2023.	
4	<p>Must have any or combination of the following funding options:</p> <ul style="list-style-type: none"> <li>• Has the capacity to advance cash assistance equivalent to the payrolls provided by DSWD</li> </ul> <p style="text-align: center;">or</p> <ul style="list-style-type: none"> <li>• Must have a deposit with LANDBANK equivalent to the payrolls provided by DSWD</li> </ul>	<p><b>Projected Cash Flow from CY 2023 Financial Statements</b></p> <p style="text-align: center;">or</p> <p><b>Certificate of Deposits from LANDBANK equivalent to the payrolls</b></p>
5	Must have a plan on securing the money before, during, and after the payout against theft or robbery, loss, and other fortuitous events.	<p><b>Omnibus Sworn Statement (notarized)</b> from the Bidder that it shall undertake the following:</p> <ul style="list-style-type: none"> <li>• Secure the money before, during, and after the payout against theft or robbery, loss, and other fortuitous events;</li> <li>• Replace the amount lost in case of robbery, theft, loss and other fortuitous events;</li> <li>• Establish a well-defined security policies and procedures in order to ensure confidentiality, integrity, and availability of data;</li> <li>• Comply with applicable standards and policies imposed by regulatory bodies (e.g. BSP), if applicable;</li> <li>• Provide sufficient logistics to support the implementation of AICS (e.g., <u>hardwares, softwares, internet, KYC, meals and security of their own personnel</u>), in coordination with DSWD; and</li> <li>• Service the over-the-counter (OTC) distribution of financial assistance to AICS beneficiaries (onsite or off-site in coordination with DSWD) <u>List of the Service Provider's branches/outlets that will service the AICS beneficiaries based on the mapping to be provided by DSWD (template in Annex B-1).</u></li> </ul>
6	In case of robbery, theft, loss and other fortuitous events, the Service Provider shall replace the amount lost.	
7	Must have well-defined security policies and procedures to ensure confidentiality, integrity, and availability of the Bank's data and confidentiality of information.	
8	Compliance with applicable standards and policies imposed by regulatory bodies (e.g. BSP), if applicable.	
9	Capable to provide sufficient logistics to support the implementation of AICS (e.g., <u>hardwares, softwares, internet, KYC, meals and security of their own personnel</u> ), in coordination with DSWD.	
10	Capable to service over-the-counter (OTC) distribution of financial assistance to AICS beneficiaries (onsite/ branches /outlets of the conduit in onsite, difficult areas and Geographically Isolated and Disadvantaged Area).	

## Annex B-1

### LIST OF [NAME OF SERVICE PROVIDER] BRANCHES/OUTLETS FOR ASSISTANCE TO INDIVIDUALS IN CRISIS SITUATION (AICS) PROGRAM

REGION	PROVINCE	MUNICIPALITY	BRANCH/OUTLET

*Please add rows as needed.*

Certified by:

\_\_\_\_\_  
**Signature over Printed Name of Service Provider  
Authorized Representative**

Date signed: \_\_\_\_\_

# Exhibit 1

<<AGDB Header>>

**DIGITAL FORM NO. 6A  
CERTIFICATION OF PAID AND UNPAID TRANSACTIONS  
LIQUIDATION CERTIFICATE NO. \_\_\_\_\_**

This is to transmit the report of paid and unpaid transactions from the caravan payout with reference to Letter of Instructions <<LOI No./Payroll ID No.>>

(A) Total Number of Beneficiaries in Payroll:	
(B) Total Amount Transferred:	
(C) Total Number of Paid Transactions:	
(D) Total Amount Paid:	
(E) Total Number of Unpaid Transactions:	
(F) Total Amount Unpaid:	
(G) Service Fee per Paid Transaction:	
(H) Total Amount of Service Fee:	(C) x (G) = _____

The Digital Form No. 7 - e-Payroll Liquidation file of the above transactions has been uploaded to the shared SFTP with the following filename <<filename>>

Certified by:

Verified by

Conforme:

**Conduit**

Conduit Name

Date: \_\_\_\_\_

**CIS/PTL**

DSWD

Date: \_\_\_\_\_

**LBP/Authorized**

AGDB

Date: \_\_\_\_\_

PERFORMANCE ASSESSMENT REPORT		CLASS G			
Name of Service Provider		Contract Period			
Service Provided		Assessment Period			
<p>Notes</p> <p>1. Under the <b>REMARKS</b> column, indicate results, observations and/or justifications as applicable.</p> <p>2. General or additional remarks may be indicated in the <b>REMARKS</b> section at the last page, as deemed necessary, to state any issues, exceptions or recommendations.</p> <p>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 <b>REMARKS</b> section with corresponding recommendation subject to escalation to the Management Committee.</p>					
WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
<b>4. 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>7. 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			



WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
<b>3. Behaviour of Personnel (Courteous, Professional and Knowledgeable) (20%)</b>					
20%	Trained and Qualified Staff	<p>Able to provide sufficient knowledgeable and skilled staff required in the maintenance of the assigned activity/service (Availability may be in various means such as email, on-site support, phone or video call, etc.)</p> <p>4 – Provided sufficient highly skilled and knowledgeable staff support; Staff always available when called</p> <p>3 – Provided sufficient highly skilled and knowledgeable staff support; Staff available on a scheduled basis</p> <p>2 – Provided sufficient highly skilled and knowledgeable staff support; Staff not readily available</p> <p>1 – Lacks knowledgeable and skilled staff support; Staff cannot address the requests/inquiries/issues raised</p>			
<b>4. Request to Complaints (20%)</b>					
20%	Problem Resolution/Issue Management	<p>Able to address problems or resolve any errors by providing assessment, work-around recommendation or permanent fixes and adequate information</p> <p>4 – 80% and above of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred</p> <p>3 – 60% to 79% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred</p> <p>2 – 40% to 59% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred</p> <p>1 – Below 40% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred; negative publicity was encountered by the Bank due to service delivery failure</p>			
<b>5. Compliance with set office policies for such service (10%)</b>					
5%	a. Business Continuity Plan (BCP)	<p>Able to provide a document/report/ certification on the availability of contingency measures/BCP for continued delivery of service to the Bank in case of adverse events (to be validated during audit)</p> <p>4 – Provided a document/report/ certification on the availability of contingency measures/BCP in case of adverse events</p> <p>1 – Does not provide document/ report/ certification on the availability of contingency measures/BCP</p>			
	b. Compliance to Audit Requirement	<p>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:</p>			
2%	b.1. Data Segregation	<p>Observed segregation of data of the Bank from that of service provider and its other clients</p> <p>4 – Observe data segregation for controls, and for easily accessible/fast data recovery</p> <p>1 – Does not comply with data segregation</p>			

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
3%	b.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			
			TOTAL RATING		
			AVERAGE RATING		
			ADJECTIVAL RATING		
3.4 - 4.0		Excellent	Exceeds expectations/deliverables		
2.3 - 3.3		Good	Meets deliverable		
1.7 - 2.2		Needs Improvement	Tighter Controls, Management intervention required		
1.0 - 1.6		Poor	Discontinue		

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

Prepared by:

Reviewed by:

Noted by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NON-DISCLOSURE AGREEMENT

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

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

- and -

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

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

WITNESSETH: THAT

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

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

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

1. DEFINITION OF CONFIDENTIAL INFORMATION

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

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

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

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

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

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

## **2. EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION**

Confidential information does not include information which:

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

### 3. SCOPE OF USE

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

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

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

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

### 4. OBLIGATIONS OF THE RECEIVING PARTY

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

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

## 5. PROPERTY OF THE DISCLOSING PARTY

All confidential information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party only for the purpose intended, except as may be required by applicable laws or legal process.

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

### 5. Safeguards for Confidentiality

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

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

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

Both Parties shall likewise use encryption method.

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

## **6. Reporting of Data Breach**

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

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

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

## **7. RETURN OF CONFIDENTIAL INFORMATION**

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

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

## **8. REPRESENTATION OR WARRANTY**

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

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



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\_\_