



SUPPLEMENTAL/BID BULLETIN NO. 1

For: LBP-GIBAC-ITB-GS-20241127-01

PROJECT : **Compensation, Benefits and Organizational Study**
IMPLEMENTOR : **Bids and Awards Committee for Goods and Infrastructure (GI-BAC)**
DATE : **December 20, 2024**

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

Modifications, amendments and/or clarifications:

1. The Terms of Reference (Annexes E-1 to E-18), Invitation to Bid (Item no. 3), Special Conditions of the Contract (SCC Clause 2.2), Technical Specifications (Section VII), Agreement Form (Item Nos. 6 & 7), Omnibus Sworn Statement (Form No. 6), List of LANDBANK Officers, Employees and Consultants (Annexes 1 to 3) and Checklist of Bidding Documents (Item Nos. 12, 18 & 21 of Technical Documents) have been revised. Please see attached revised Annexes E-1 to E-18 and specific sections of the Bidding Documents.
2. Responses to bidder's queries/clarifications per Annexes G-1 to G-24.

By the authority of the GI-BAC:


HONORIO T. DIAZ, JR.
Head, GI-BAC Secretariat



Land Bank of the Philippines

INVITATION TO BID FOR

Compensation, Benefits and Organizational Study

1. The Maharlika Investment Corporation, through its 2024 Corporate Operating Budget as approved by the Department of Budget and Management intends to apply the total sum of Fifty Six Million Pesos only (Php 56,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Compensation, Benefits and Organizational Study with Project Identification Number LBP-GIBAC-ITB-GS-20241127-01. Bids received in excess of the ABC on a per lot basis shall be automatically rejected at bid opening.
2. The Maharlika Investment Corporation, through its Procurement Agent Land Bank of the Philippines (LANDBANK) now invites bids for Compensation, Benefits and Organizational Study with Project Identification Number LBP-GIBAC-ITB-GS-20241127-01. The contract period is indicated in Section VI, Schedule of Requirements. Bidders should have completed, within the last five (5) 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

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 December 5 to 27, 2024 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 Twenty Eight Thousand Pesos Only (₱ 28,000.00).

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 – GIBAC Secretariat. The steps to follow in the payment of the Bidding Document 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 lbpgibac@landbank.com with subject "PAO - LBP-GIBAC-ITB-GS-20241127-01" 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 December 12, 2024, 2:00 PM 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 lbpgibac@landbank.com on or before 9:00 AM of December 12, 2024. The PBCR Form can also be downloaded from the PhilGEPS website, LANDBANK website (<https://landbank.com/forms>) or requested from Mr. RUDYRICK B. SILVA at rbsilva@landbank.com. Interested Bidders shall state "PBCR – LBP-GIBAC-ITB-GS-20241127-01" in their request email as subject. The specific instructions on how to join the Pre-Bid Conference shall be provided by LANDBANK to the interested Bidders through email.

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 December 12, 2024, 10:30 AM 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 and Maharlika Investment Corporation (MIC) reserve 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 MIC; (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:

Honorio T. Diaz Jr.
Head, Bids & Awards Committee for Goods and Infrastructure Secretariat
1598 M.H. Del Pilar cor. Dr. J. Quintos Sts.
1004 Malate, Manila
Tel. (+632) 8522-0000 local nos. 8137, 2956 & 2979.
Email: lbpgibac@landbank.com

EMMANUEL G. HIO, JR.
First Vice President
Chairperson, Bids and Awards Committee
for Goods and Infrastructure

Special Conditions of Contract

SCC Clause	
1	<p>The procurement of Compensation, Benefits and Organizational Study acquired through Competitive Bidding with approved Purchase Order No. _____ dated _____, with the Notice of Award and Notice to Proceed issued by Maharlika Investment Corporation (MIC) authorized signatory/ies.</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad:</i> The delivery terms applicable to the Contract are DDP delivered in the address/es indicated in Section VI. Schedule of Requirements. In accordance with INCOTERMS.</p> <p><i>For Goods supplied from within the Philippines:</i> The delivery terms applicable to this Contract are delivered in the address/es indicated in Section VI. Schedule of Requirements. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative/s at the Project Site/s is/are indicated in Section VI. Schedule of Requirements.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none">a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided

that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Packaging

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified

	<p>in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Pursuant to Malacañang Executive Order No. 170 (Re: Adoption of Digital Payments for Government Disbursements and Collections) issued on 12 May 2022, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements, all payments for this Contract shall be through direct credit to the supplier's deposit account. Thus, the supplier is required to maintain a local (Philippine) deposit account and is encouraged to open a deposit account with any LANDBANK Branch.</p> <p>The documentary requirements enumerated in Section I Manner of Payment of the Revised Terms of Reference (Annexes E-4 to E-5) shall be submitted.</p>

	The Supplier shall be paid within sixty (60) calendar days after submission of sales invoice or claim and complete documentary requirements.
3	Expiration of performance security should be six (6) months after the last date of delivery/end of contract and issuance of MIC Certificate of Final Acceptance.
4	Maintain the GCC Clause.
6	<p>The Supplier has not made and will not make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of this Contract.</p> <p>The Supplier shall not assign this Contract or sub-contract the performance of any portion of it, without the MIC's prior written consent. Prior to the assignment or subcontracting and the approval by MIC thereof, the Supplier must disclose to MIC the name of its assignee/s or subcontractor/s who/which should have a written agreement/s with the Supplier indicating: (i) that the assignee/s or subcontractor/s is aware of and shall abide with all the terms and conditions of this Agreement, as may be applicable; (ii) that the term of the assignment/sub-contract shall not exceed the term of this Agreement; (iii) the detailed terms of the assignment/sub-contract.</p> <p>The Supplier shall hold MIC free and harmless from any claims of third parties arising from a negligent or otherwise wrongful act, or omission by the Supplier or its employees or representatives. The Supplier shall ensure that the employees that will be deployed in MIC's premises shall faithfully observe and comply with all MIC rules and regulations.</p> <p>Supplier shall pay taxes in full and on time.</p> <p>Supplier is, likewise, required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.</p>

Technical Specifications

Specification	Statement of Compliance
<p>Compensation, Benefits and Organizational Study</p> <p>1. Scope of work and other requirements per attached Revised Terms of Reference (Annexes E-1 to E-18).</p> <p>2. The documentary requirements enumerated in item G Qualifications / Requirements (Annexes E-3 to E-4) of the Revised Terms of Reference shall be submitted in support of the compliance of the Bid to the Technical Specifications and other requirements.</p> <p>Non-submission of the above mentioned documents/requirements may result in bidder's post-disqualification.</p>	<p>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either "Comply" or "Not Comply"</p> <p>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>Please state here either "Comply" or "Not Comply"</p>

Conforme:

Registered Business Name

Signature over Printed Name of
Authorized Representative

Position Title

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the acquisition of _____ for MIC
[Name of Department], made and executed by and between:

MAHARLIKA INVESTMENT CORPORATION (MIC), a government banking/financial institution created and existing under and by virtue of the provision of Republic Act No. 3844, as amended, with Head Office address at 29th Floor One Central, 31st Street corner 9th Avenue, Bonifacio Global City, Taguig, represented in this act by [NAME OF AUTHORIZED REPRESENTATIVE], [Designation-Name of unit being supervised or managed] per Secretary's Certificate dated _____, hereinafter called the "Procuring Entity";

– and –

[NAME OF SUPPLIER], a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented in this act by [NAME OF AUTHORIZED REPRESENTATIVE], [Designation-Name of unit being supervised or managed] Secretary's Certificate dated _____, hereinafter called the "Supplier".

WHEREAS, the Procuring Entity procured through Competitive Bidding for certain goods and ancillary services, viz., the _____ for MIC [Name of Department], and has accepted a Bid by the Supplier for the supply of these goods and/or services in the total sum of [PHP CURRENCY IN WORDS (IN FIGURES)], inclusive of all applicable taxes, hereinafter called the "Contract Price".

The terms and conditions of this Agreement are as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz
 - (a) General Conditions of the Contract (GCC);
 - (b) Special Conditions of the Contract (SCC);
 - (c) Terms of Reference, Schedule of Requirements;
 - (d) Supplemental Bid Bulletin, if any;
 - (e) Certificate of Availability of Funds (CAF);
 - (f) BAC Resolution recommending Award of Contract;
 - (g) Procuring Entity's Notice of Award dated [Month Day, Year] and Bidder's conforme thereto;
 - (h) Purchase Order No. [2023XXXX-XXXX] dated [Month Day, Year];
 - (i) Performance Security in the form of [Cash with Official Receipt No. _____ or Cashier's/Manager's Check No. _____ or Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond No. _____ -Note: Choose applicable form of security];
 - (j) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. The Supplier agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as Amendment to Orders, and Warranty Security, shall likewise form part of the Contract;

Provisions of the attachments shall be observed based on their order of presentation. In case of conflict between the GCCs, SCCs and the Terms of Reference vis-à-vis the Bid of the Supplier, the former shall prevail.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and/or services and to remedy defects therein in conformity in all respects with the provisions of the Contract in accordance with its Bid.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and/or services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. This Agreement shall be subject to pertinent budgeting, accounting, and auditing rules and regulations.
6. **Settlement of Disputes.** Any dispute arising out of or in relation to this Agreement shall, by written notice, be referred for settlement via negotiations between senior executives of the Parties who have authority to settle the dispute. In case the dispute cannot be resolved in this manner within thirty (30) days from referral of the same for settlement, then the dispute shall be resolved through arbitration in accordance with Republic Act No. 876, or the Arbitration Law, and Republic Act No.9285, otherwise known as the Alternative Dispute Resolution Act of 2004. Either Party may give notice to the other Party of its intention to commence arbitration as to the matter in dispute, and no arbitration may be commenced unless such notice is given. The arbitration shall be conducted by one (1) arbitrator to be chosen by the Parties. The arbitration proceedings, including all its records, documents, pleadings, orders and judgments filed or rendered, shall be kept confidential. The seat and venue of arbitration shall be Metro Manila, Philippines. Any legal action necessary to promote arbitration shall be instituted in the proper courts in Taguig City, to the exclusion of other courts of equal jurisdiction.
7. **Governing Law and Language.** This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines at the City of _____.

NAME OF SUPPLIER

MAHARILIKA INVESTMENT CORPORATION

By:

By:

[SIGNATURE OVER PRINTED NAME]

[SIGNATURE OVER PRINTED NAME]

[Designation]

[Designation]

Date of Signing: _____

Date of Signing: _____

SIGNED IN THE PRESENCE OF:

Supplier

Procuring Entity

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BEFORE ME, a Notary Public in and for the City of Manila, personally came and appeared [NAME OF AUTHORIZED REPRESENTATIVE] with LANDBANK ID No. _____ in his capacity as [Designation] of [Name of Department] of MAHARLIKA INVESTMENT CORPORATION, known to me and to me known to be the same person who executed the foregoing instrument as his free and voluntary act and deed, and he acknowledged before me that he is acting as representative of said institution and that he has the authority to sign in his capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____ 2024 at the City of _____.

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

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BEFORE ME, a Notary Public in and for the City of _____, personally came and appeared [NAME OF AUTHORIZED REPRESENTATIVE] with ID No. _____, in his capacity as [Designation] of [NAME OF SUPPLIER] known to me and to me known to be the same person who executed the foregoing instrument as his free and voluntary act and deed, and he acknowledged before me that he is acting as representative of said corporation and that he has the authority to sign in his capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____ 2024 at the City of _____.

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

Form No. 6

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *Select one, delete the other:*

If a sole proprietorship: I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *Select one, delete the other:*

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the Land Bank of the Philippines, as shown in the attached duly notarized Special Power of Attorney;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the Land Bank of the Philippines, as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable.);];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the President and CEO of Land Bank of the Philippines or its duly authorized representative(s) to verify all the documents submitted;

6. *Select one, delete the rest:*

If a sole proprietorship: The owner or sole proprietor is not related by consanguinity or affinity up to the third level degree;¹ to the following LANDBANK and MIC officers, employees, personnel and consultants: 1) Members of the Board of Directors; 2) President and CEO; 3) Members of the Bids and Awards Committee for Goods and Infrastructure (GI-BAC) and Bids and Awards Committee for Information and Communications Technology (ICT-BAC); 4) Personnel of GIBAC and ICT-BAC Secretariat; 5) Members of the Technical Working Group, if applicable; 6) Personnel of Procurement Department; 7) Personnel of the implementing unit or the end-user unit; and 8) Project consultants, if applicable.

If a partnership or cooperative: None of the officers, members, of [Name of Bidder] is related by consanguinity or affinity up to the third civil degree;¹ to the following LANDBANK and MIC officers, employees, personnel and consultants: 1) Members of the Board of Directors; 2) President and CEO; 3) Members of the Bids and Awards Committee for Goods and Infrastructure (GI-BAC) and Bids and Awards Committee for Information and Communications Technology (ICT-BAC); 4) Personnel of GIBAC and ICT-BAC Secretariat; 5) Members of the Technical Working Group, if applicable; 6) Personnel of Procurement Department; 7) Personnel of the implementing unit or the end-user unit; and 8) Project consultants, if applicable.

If a corporation or joint venture: None of the officers, directors, controlling stockholders of [Name of Bidder] is related by consanguinity or affinity up to the third civil degree;¹ to the following LANDBANK and MIC officers, employees, personnel and consultants: 1) Members of the Board of Directors; 2) President and CEO; 3)

Members of the Bids and Awards Committee for Goods and Infrastructure (GI-BAC) and Bids and Awards Committee for Information and Communications Technology (ICT-BAC); 4) Personnel of GIBAC and ICT-BAC Secretariat; 5) Members of the Technical Working Group, if applicable; 6) Personnel of Procurement Department; 7) Personnel of the implementing unit or the end-user unit; and 8) Project consultants, if applicable.

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Making an estimate of the facilities available & needed for the contract to be bid, if any; and
 - d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of _____, in _____, Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
S. of _____.

¹The names of specific LANDBANK and MIC officers, employees and consultants being referred to are shown in Annexes 1 to 3.

List of LANDBANK Officers, Employees and Consultant(s)

A. Board of Directors

Ex-Officio Chairman: Sec. Ralph G. Recto, Department of Finance (DOF)
Ms. Sharon P. Almanza, Treasurer, Primary Alternate - DOF
Ms. Nanette C. Diza, OIC Deputy Treasurer, Secondary Alternate - DOF

Vice Chairperson: Ms. Ma. Lynette V. Ortiz, President and CEO

Members: Sec. Francisco Tiu Laurel Jr., Department of Agriculture (DA)
Ms. Mercedita A. Sombilla, Undersecretary, Alternate Member - DA
Sec. Bienvenido E. Laguesma, Department of Labor and Employment (DOLE)
Mr. Benedicto Ernesto R. Bitonio, Jr., Undersecretary, Primary Alternate - DOLE
Atty. Lennard Constantine C. Serrano, Assistant Secretary, Secondary Alternate - DOLE
Sec. Conrado M. Estrella III, Department of Agrarian Reform (DAR)
Mr. Napoleon U. Galit, Undersecretary, Alternate Member - DAR
Atty. David D. Erro, Representative - Agrarian Reform Beneficiaries Sector
Ms. Virginia N. Orogo, Representative - Agrarian Reform Beneficiaries Sector
Ms. Nancy D. Irlanda, Representative - Private Sector

B. President and CEO: Ms. Ma. Lynette V. Ortiz

C. Bids and Awards Committee for Goods and Infrastructure (GI-BAC)

Chairman: Mr. Emmanuel G. Hio, Jr., First Vice President - Property Valuation And Field Operations Group

Vice Chairman: Ms. Ma. Francia O. Titar, First Vice President - Financial Markets Group

Regular Members: Mr. Alwin I. Reyes, Vice President - Banking Services Group
Ms. Mira Leah B. Patio, Vice President - Employee Relations Department
Atty. Marife Lynn O. Pascua, Vice President - Facilities & Engineering Services Group
Atty. Kimverly A. Ong - Legal Services Group

D. GIBAC Secretariat

Head: Mr. Honorio T. Diaz Jr.

Officers and Staff: Ms. Ruby S. Cortez, Procurement Specialist III
Ms. Lea A. Dela Cruz, Procurement Specialist II
Ms. Farah Eva B. Esguerra, Administrative Specialist II
Ms. Maribel J. Paredes, Procurement Specialist I
Mr. Mark Anthony C. Pantalla, Procurement Analyst
Mr. John Philip G. Hilario, Administrative Analyst
Mr. Jerome C. Relucio, ASO I (SCW)

E. Bids and Awards Committee for Information and Communications Technology (ICT-BAC)

Chairman: Ms. Marilou L. Villafranca, Senior Vice President - Central National Capital Region Branches Group

Vice Chairman: Ms. Grace Ofelia Lovely V. Dayo, First Vice President - Digital Solutions and Product Management Group

Regular Members: Ms. Marjorie R. Cortez, Vice President - Systems and Method Department
Mr. Ramilito R. Basbacio, Vice President - Property Valuation Services Department
Mr. Archieval B. Tolentino, Vice President - Technology Infrastructure Management Group
Atty. Chrisa Sheila I. Pimentel, Legal Officer - Legal Services Group

F. ICT-BAC Secretariat

Head: Ms. Karla May M. Temporosa, Administrative Officer
Officers and Staff: Mr. Leoncio Henry T. Sison III, Assistant Division Chief
Mr. Cornelio B. Umipig Jr., Administrative Assistant
Mr. Jupiter Brent G. Dionio, Administrative Assistant
Mr. Kristophel L. Gabuya, Customer Associate/Executive Assistant

G. Technical Working Group

Chairman: _____
Vice Chairman: _____
Members: _____

H. Procurement Department

Head: Mr. Auxillador Avitus D. Dofeliz
Officers and Staff: Mr. Rommel C. Pascua, Procurement Specialist III/Team Leader
Ms. Rosemarie S.J. Mirando, Senior Procurement Officer/Team Leader
Ms. Leonor F. Santos, Acting Senior Procurement Specialist/Team Leader
Mr. Joel R. Perez, Senior Procurement Specialist/Team Leader
Ms. Rosita S. Gonzales, Acting Procurement Officer/Team Leader
Mr. Donato DR. Cariaga, Senior Procurement Specialist/Team Leader
Ms. Kristi Ann P. Rutab, Procurement Officer/Team Leader
Ms. Cathrina Marie A. Garcia, Procurement Specialist III
Ms. Lubelle B. Lumabas, Procurement Specialist II
Ms. Nadia G. Iletto, Procurement Specialist I
Ms. Kimberly Joy A. Sto. Tomas, Procurement Specialist I
Ms. Charmaine F. Mangilit, Procurement Specialist I
Ms. Jeah Crysel L. Escalona, Procurement Specialist I
Ms. Jeramae F. Concepcion, Procurement Specialist I
Mr. Jollianzen Jenkin G. Dy, Procurement Specialist I
Mr. Aaron V. Sedanto, Procurement Analyst
Mr. Rudyrick B. Silva, Procurement Analyst
Mr. Mark Anthony M. Abad, Procurement Assistant
Ms. Almay Joyce B. Ruz, Procurement Assistant
Ms. Vinna Mariella T. Custodio, Procurement Assistant
Ms. Diana R. Fronda, Acting Procurement Assistant
Ms. Jade Rodezza M. Cupino, Executive Assistant
Ms. Joy L. Gabay, Procurement Assistant
Ms. Gladys Mitz P. Odad, Procurement Assistant
Mr. Jan Paule Aqui T. Libuna, Procurement Assistant
Mr. Benedict R. Faraon, Procurement Assistant
Mr. Marvin B. Herrera, Procurement Assistant
Ms. Irah Czarina C. Sadueste, Procurement Assistant
Mr. Jesus David, SCW
Mr. Emil Dela Cruz, SCW
Mr. Erikson Guani, SCW
Mr. Vicente Gutierrez, Jr, SCW
Mr. Andrew Palma, SCW
Mr. Dexter Naguit, SCW
Mr. Ramil Pendilla, SCW
Mr. Frederick Reyes, SCW
Mr. Pablo Tenoria, SCW

ANNEX 3

I. Implementing Unit

Head: Please refer to the attached Annex F.
Officers and Staff: _____

J. End-user Unit

K. Project Consultants

Team Lead: _____
Members: _____

Checklist of Bidding Documents for Procurement of Goods and Services

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

Eligibility and Technical Components (PDF File)

- The Eligibility and Technical Component shall contain documents sequentially arranged as follows:
 - Eligibility Documents – Class “A”

Legal Eligibility Documents

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

Technical Eligibility Documents

2. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (sample form - Form No. 7).
3. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
4. Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).

Financial Eligibility Documents

5. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
- **Eligibility Documents – Class “B”**
 7. Duly signed valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.
 8. For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos, Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
 9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder, if applicable.
 - **Technical Documents**
 10. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
 11. Section VI – Schedule of Requirements with signature of bidder's authorized representative.
 12. **Revised Section VII – Specifications with response on compliance and signature of bidder's authorized representative.**
 13. Duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).

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

- o Other Documents to Support Compliance with Technical Specifications [must be submitted inside the first bid envelope (Eligibility and Technical Components)]

14. Company Profile.

15. List of completed projects involving Human Resource solutions, especially in areas of organizational structure, job evaluation, compensation and/or benefits design, compensation survey, etc., inclusive of at least six (6) projects engaged in the past ten (10) years with corresponding certificates of completion and any proof (e.g. Purchase Order, Official Receipts)

16. List of completed projects with at least one (1) government institution in the Philippines involved in reviewing and designing organizational structures, job evaluation systems and/or compensation and benefits program design in the last seven (7) years with corresponding Certificate of Completion and any proof showing satisfactory performance (such as but not limited to Purchase Order, Official Receipts, certification showing satisfactory performance or equivalent document).

17. List of completed projects with at least three (3) private institutions in the Philippines involved in reviewing and designing organizational structures, job evaluation systems and/or compensation and benefits program design in the last five (5) years with corresponding certificate of completion and any proof showing satisfactory performance (such as but not limited to Purchase Order, Official Receipts, certification showing satisfactory performance or equivalent document).

- 18. Self-Certification of existing database with proof (e.g. screenshot of sample portions) that may be available for actual viewing, upon request of MIC. The bidder must have access to reliable and up-to date (2024) compensation and benefits database for the Philippine and/or global market, including but not limited to financial services sector.**

19. List of completed projects inclusive of at least one (1) project engaged in the last ten (10) years on any of the following:

19.1 Sovereign wealth funds;

19.2 International financial institutions (IFIs); or

19.3 Multilateral development banks (MDBs)

with corresponding certificates of completion and any proof showing satisfactory performance (such as but not limited to Purchase Order, Official Receipts, certification showing satisfactory performance or equivalent document).

20. List of competent key personnel with relevant experience to work on the project with the following Project Team composition:

20.1 One (1) Project Champion/Manager with at least ten (10) years of experience in implementing Human Resources services relevant to the scope of the project.

20.2 At least two (2) Lead Officers/s with at least eight (8) years work experience in implementing Human Resource services relevant to the scope of the project.

20.3 At least three (3) Technical Staff with at least five (5) years work experience in implementing Human Resources services relevant to the scope of the project.

20.4 At least three (3) Analyst with at least two (2) years work experience in implementing Human Resources services relevant to the scope of the project.

21. Duly signed Profile or Bio-Data of each personnel in the project team using the Curriculum Vitae template (Annex E-18).

22. Certificate of Employment of each personnel in the project team.

o Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:

1. Business Tax Returns per Revenue Regulations 3-2005 (BIR No.2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.
2. Latest Income Tax Return filed manually or through EFPS.
3. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
4. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).
5. Duly notarized Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form – Form No. 7).

Financial Component (PDF File)

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

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



**TERMS OF REFERENCE
(For Procurement of Goods and Services)**

A. NAME AND DESCRIPTION OF PROJECT

COMPENSATION, BENEFITS AND ORGANIZATIONAL STUDY

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions of eligibility provided in the IRR of RA 9184.

B. OBJECTIVE OF THE PROJECT

A well-designed organizational, compensation and benefits program is a very important element to attract, motivate and retain top talent. As provided in the charter of Maharlika Investment Corporation (MIC), Republic Act No. 11954, the Board shall determine the positions that are highly technical including their compensation and other emoluments, and bonuses. Provided further that in all cases, such compensation shall be comparable with prevailing rates in the private sector. The MIC intends to engage the services of a compensation and benefits specialist (firm) to design MIC's compensation and benefits program.

C. SCOPE OF THE PROJECT

Milestone/ Deliverable	Specifics	Delivery Period (Maximum of 390 Calendar Days)
C.1 Organizational Design	Create an Organization Structure for the Maharlika Investment Corporation (MIC): <ul style="list-style-type: none"> • MIC's organization structure down to the smallest organizational unit) • Functional Statements for each organization unit 	Maximum of 120 calendar days from Project kick-off
C.2 Job Analysis and Job Evaluation of MIC Positions	Define Jobs, Value or Relative Ranking of Jobs: <ul style="list-style-type: none"> • Job Profiles • Job levels or grades 	Maximum of 90 calendar days from acceptance of C.1
C.3 Manpower and Headcount	Determine required Minimum manpower complement, per job or position in the organization structure: <ul style="list-style-type: none"> • Organization Headcount 	Maximum of 60 calendar days from acceptance of C.1
C.4 Benchmarking and Design of Compensation and Benefits Programs	Develop Compensation and Benefits Programs <ul style="list-style-type: none"> • Relevant Market Data on Compensation, HR Policies & Practices, and Benefits 	Maximum of 180 calendar days from acceptance of C.2 including job levels and job grades

	<ul style="list-style-type: none"> • Design practices for benchmarking purposes • Compensation and Benefits Programs including pay scale, allowances, and benefits 	
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The Service Provider must complete the milestone within the period stated above ("Delivery Period"), subject to the following conditions:

- a. MIC shall have at least one (1) opportunity to review, with up to seven (7) calendar days, the draft of the deliverable and provide feedback ("Review Period"); and
- b. After receiving feedback, the Service Provider shall have up to seven (7) calendar days to make revisions ("Revision Period").

The Service Provider shall ensure that MIC has the opportunity to review the deliverable within the Review Period, and MIC must ensure that the Service Provider has sufficient time to revise within the Revision Period. Delays caused by MIC's failure to give feedback within the Review Period shall be deemed acceptance of the deliverable, and the delays caused by the Service Providers failure to revise on time shall not extend the Delivery Period.

D. MILESTONE DELIVERABLES

Upon completion of each milestone, a report must be submitted to the Office of the President and Chief Executive Officer (PCEO) and/or duly authorized representative of MIC via e-mail and/or an online dropbox as may be assigned by the company. The Compensation, Benefits and Organizational Study should include the following:

1. Organizational Design;
2. Job Analysis and Evaluation of MIC Positions;
3. Manpower or Headcount; and
4. Benchmarking and Design of Compensation and Benefits Program

Note: Final acceptance of the Milestone Deliverables shall require mutual sign-off of both parties.

E. DELIVERY OF FINAL REPORT

Compensation, Benefits and Organizational Study must be provided via e-mail and/or an online dropbox and a bound copy not later than Fourteen (14) Calendar Days after the acceptance of all the Milestone Deliverables. The PCEO of the of MIC shall confirm receipt of the report/s sent to complete the process of the delivery of the report.

F. PROJECT DURATION/CONTRACT PERIOD

Contract shall start upon receipt of Notice to Proceed up to a maximum of thirteen (13) months.

G. QUALIFICATIONS/REQUIREMENTS

The service provider shall comply with the following minimum requirements for eligibility:

Qualifications	Documentary Requirements
<p>G.1</p> <p>Has at least ten (10) years' experience in providing Human Resource solutions, especially in areas of organizational structure, job evaluation, compensation and/or benefits design, compensation surveys, etc, with most recent engagement of at least six (6) projects</p>	<ul style="list-style-type: none"> • Company profile; and • List of completed projects inclusive of at least six (6) projects engaged in the past ten (10) years with corresponding certificates of completion and any proof (e.g. Purchase Order, Official Receipts)
<p>G.2</p> <p>Has satisfactorily completed at least one (1) work with government institutions in the Philippines in reviewing and designing organizational structures, job evaluation systems, and/or compensation and benefits program design in the last seven (7) years</p>	<ul style="list-style-type: none"> • List of completed projects with corresponding certificate of completion and any proof showing satisfactory performance (such as but not limited to Purchase Order, Official Receipts, certification showing satisfactory performance or equivalent documentation)
<p>G.3</p> <p>Has satisfactorily completed satisfactory work with at least three (3) private institutions in the Philippines in reviewing and designing organizational structures, job evaluation systems, and compensation and benefits program design in the last five (5) years</p>	<ul style="list-style-type: none"> • List of completed projects with corresponding certificate of completion and any proof showing satisfactory performance (such as but not limited to Purchase Order, Official Receipts, certification showing satisfactory performance or equivalent documentation)
<p>G.4</p> <p>Has access to reliable and up-to-date (2024) compensation and benefits database for the Philippine market and/or global market, including but not limited to financial services sector</p>	<ul style="list-style-type: none"> • Self-Certification of existing database with proof (e.g. screenshot of sample portions) that may be available for actual viewing, upon request of MIC
<p>G.5</p> <p>Has experience working in the last ten (10) years with at least one (1) project on any of the following:</p> <ul style="list-style-type: none"> • Sovereign wealth funds, • International financial institutions (IFIs), • Multilateral development banks (MDBs) 	<ul style="list-style-type: none"> • Company profile; and • List of completed projects with corresponding certificates of completion and any proof showing satisfactory performance (such as but not limited to Purchase Order, Official Receipts, certification showing satisfactory performance or equivalent documentation)
<p>G.6</p> <p>Has the capability to assign competent key personnel* with relevant experience to work on the project with the following Project Team composition:</p>	<ul style="list-style-type: none"> • Profile or Bio-Data of each personnel duly signed using the template in Annex C; and • Certificate of Employment

<ul style="list-style-type: none"> • One (1) Project Champion/Manager with at least ten (10) years of work experience in implementing Human Resources services relevant to the scope of the project. • At least two (2) Lead Officer/s with at least eight (8) years work experience in implementing Human Resources services relevant to the scope of the project. • At least three (3) Technical Staff with at least at least five (5) years work experience in implementing Human Resources services relevant to the scope of the project. • At least three (3) Analyst with at least two (2) years work experience in implementing Human Resources services relevant to the scope of the project. <p>*Notes:</p> <ol style="list-style-type: none"> 1. Key personnel must be full-time employees of the Service Provider within its organizational structure. The use of consultants or subcontractors for these roles is not permitted. 2. Changes to the initial key personnel assigned and accepted by MIC are strictly prohibited, unless for justifiable reasons and subject to prior written approval by MIC. Justifiable reasons include medical incapacity, unforeseen emergencies, resignation, termination, or any other reason deemed acceptable by MIC. If replacement becomes necessary, the service provider must immediately propose qualified replacement with equal or superior credentials and must be acceptable to MIC. 	
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H. DELIVERY AND CONTACT PERSON

Reports must be emailed to PCEO Rafael D. Consing, Jr. and/or duly authorized representative through rjconsing@mic.gov.ph and opceo@mic.gov.ph, and/or an online dropbox as may be assigned by the Company, and a bound copy not later than fourteen (14) calendar days after the completion of the study.

I. MANNER OF PAYMENT

1. Pursuant to Malacanang Executive Order No. 170 - Adoption of Digital Payments for Government Disbursements and Collections, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements. The winning service provider is required to maintain a local (Philippine) deposit account.
2. Payment shall be through direct credit to the winning service provider's deposit account.

3. The service provided shall be paid within sixty (60) calendar days after submission of service billing invoice following the sign-off sheet between MIC and service provider per milestone under I.4.
4. Payment shall be made based on duly accepted milestone progress billing as follows:

Milestone	Percentage of the Fees Due
Upon acceptance of MIC of complete report/study on Organizational Design	20%
Upon acceptance of MIC of complete report/study on Job Analysis and Job Evaluation of MIC Positions	20%
Upon acceptance of MIC of complete report/study on Manpower or Headcount	20%
Upon acceptance of MIC of complete report/study on Benchmarking and Design of Compensation and Benefits Programs	20%
Upon acceptance of MIC of the consolidated reports/study on Organizational Design, Job Analysis & Job Evaluation, Manpower & Headcount, and Compensation & Benefits Programs covering corrections, agreements and/or other relevant matters necessary to the report/study completion	10%
Upon sign-off and issuance of Certificate of Completion by the MIC to the service provider	10%
Total	100%

J. OTHERS

1. The service provider is required to meet with the Company's contact person/s within seven (7) calendar days after receipt of Notice to Proceed.
2. Availability for scheduled meetings, whenever necessary, with the Company representatives to take-up concerns in connection with intended engagement, conduct of project activities, the completion of project requirements and deliverables and future updates on the study.
3. The service provider is required to submit their most recent Audited Financial Statement to establish the liquidity and capacity to absorb the obligations in connection with the existing contract/project and to finance its implementation or completion.
4. Submission of the updated Tax Clearance by the service provider is required prior to the final settlement of the contract. Failure to submit such document would warrant the suspension of final payment by MIC to the service provider.
5. The service provider must commit to the following in writing:

A. DATA PRIVACY

1. The service provider shall uphold the rights of the data subjects under the Data Privacy Act of 2012 as the Data Processor, limited only for the purpose of this Terms of Reference and any information about the data subjects shall be treated in strict confidence and shall be handled with utmost care and cannot be shared to any parties, except to the service provider's

employees' director's officers, and the affiliates and their employees, directors, officers who have the need to know about the information about the data subject for the purpose of the Terms of Reference. Moreover, the service provider shall not engage another service provider (except its affiliates) for the implementation of the Terms of Reference without prior written permission of MIC. All data and information shared shall remain the property of MIC and shall be returned to MIC immediately upon its request. Notwithstanding the foregoing, the service provider may retain archival copies in accordance with its record retention policies and procedures (a) as required by law, regulation or by rules of a stock exchange; (b) with respect to backup media for which selective deletion of files or data is not feasible and (c) in order to enable receiving Party to comply with its professional standards requirements and substantiate its work in the event of a dispute or otherwise. Provided such data and information shall continue to be subject to this TOR Finally, any data breach should be reported to MIC with in seventy-two (72) hours from the service provider's discovery, for the former's appropriate action.

2. The service provider shall ensure that any information regarding the business, operations, plans and organization of MIC acquired by it, and its service personnel assigned to render services to MIC or work within MIC premises, shall be kept CONFIDENTIAL. The service provider shall see to it that this confidentiality requirement shall be observed by all its assigned personnel. Additionally, the service provider warrants that it shall not disclose to any person or entity any information so acquired without the express prior written consent of MIC.
3. The service provider shall guarantee that the information provided by MIC in relation to the study shall be handled with utmost confidentiality. This should be supported by a separate duly notarized Non-Disclosure Agreement (Annex A) mutually agreed upon by both parties and must be submitted to MIC prior to contract implementation.
4. The service provider's confidentiality obligation does not include information that: (i) is in the public domain or subsequently becomes publicly available without the breach of this section A by the service provider; (ii) is provided to the service provider by a third party who is under no obligation of confidentiality to MIC; or (iii) is independently developed by the service provider without use or reference to MIC's information or data.

B. PERFORMANCE EVALUATION

1. The performance of the service provider shall be evaluated on an annual basis or as often as necessary using the parameters set forth in the Supplier Performance Assessment Report (Annex B).

C. PRE-TERMINATION/TERMINATION OF THE CONTRACT

1. Pre-termination/Termination of Contract shall be governed by the Guidelines on Termination of Contracts per Annex "I" of the 2016 Revised Implementing Rules and Regulations.
2. In addition to the grounds under the said Guidelines for contract Termination the following are also grounds for pre-termination/termination:
 - a. Failure by the service provider to perform its obligation thereon;

- b. Unsatisfactory Performance by the service provider within the contract duration.

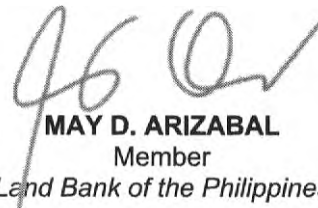
D. LIQUIDATED DAMAGES

If the service provider (winning bidder) fails to deliver any or all of the goods and/or services within the period/s specified in this contract, the MIC shall, without prejudice to its other remedies under this Contract and under the Applicable Law/s, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the goods and/or services for each day of delay based on the approved contract schedule up to a maximum of ten percent (10%) of the contract price. Once the maximum is reached, MIC may terminate this contract.


This Terms of Reference has been reviewed, confirmed, and agreed upon by the members of the Technical Working Group for the procurement of a Compensation, Benefits and Organizational Study, duly signed as follows:


VICKY CASTILLO L. TAN
Chairperson
Maharlika Investment Corporation


CHONA BENEDICTA A. MENDOZA
Member
Maharlika Investment Corporation


MAY D. ARIZABAL
Member
Land Bank of the Philippines


MALECAH BARING
Member
Land Bank of the Philippines


HANELLE R. REYNA
Member
Land Bank of the Philippines

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "**Agreement**") is made on date between:

MAHARLIKA INVESTMENT CORPORATION, a government-owned and controlled corporation, duly organized and created under Republic Act No. 11954, otherwise known as the *Maharlika Investment Fund Act of 2023*, with address at the 29th floor of Ore Central 31st Street corner 9th Avenue, Bonifacio Global City, Taguig, Philippines 1635, herein represented by its President and Chief Executive Officer, Rafael Jose D. Consing, Jr. pursuant to MIC Board Resolution No. 2024-029 dated 29 February 2024, a copy of which is attached as *Annex A*, hereinafter referred to as the "**MIC**";

-and-

NAME OF CORPORATION, a corporation duly organized and existing under and by virtue of the laws of place of incorporation, with offices at address, herein represented by its Position, Name of Authorized Representative, pursuant to the resolution passed by its Board of Directors dated date, a copy of which is attached as *Annex B*, hereinafter referred to as the "**XYZ**".

(MIC and XYZ may be individually referred to as "**Party**", and collectively referred to as "**Parties**".)

WITNESSETH: That—

WHEREAS, MIC is in the process of engaging or has engaged XYZ to provide details of the services for a potential transaction MIC intends to explore and evaluate (the "**Purpose**");

WHEREAS, in relation to the Purpose, XYZ or its Representatives may be given access to confidential, privileged or sensitive information and data regarding MIC, its Board of Directors, management, operations, contracts, projects, and other transactions;

WHEREAS, XYZ has agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing the disclosure, use and protection of the Confidential Information;

NOW, THEREFORE, for and in consideration of the foregoing premises and subject to the terms and conditions hereinafter set forth, the Parties hereby agree as follows:

1. DEFINITION OF TERMS

In this Agreement:

"**Affiliate**", in relation to any Party to this Agreement, refers to: any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such Party, such as (a) any subsidiary of such Party or any entity that the subsidiary controls; or (b) any person that controls such Party (whether alone or in concert with another person or persons).

Annex E-8

ANNEX A (TOR)

"Confidential Information" means confidential, proprietary, non-public information, whether in written, oral, digital, electronic, physical, or other tangible or intangible form, relating to the Purpose and/or MIC's current, historical, future, or proposed business and business activities and operations (including any information or analysis derived from such information, as well as the existence and terms of this Agreement) made available by the Disclosing Party or its Representatives to the Receiving Party or its Representatives, whether before or after this Agreement is entered into, for the Purpose.

Moreover, Confidential Information shall include the following types of information as provided under Republic Act No. 10173, otherwise known as the *Data Privacy Act of 2012* ("RA 10173"):

- a. Personal information, which refers to any information whether or not recorded in a material form, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual;
- b. Privileged information, which refers to any and all forms of data which under the Rules of Court and other pertinent laws constitute privileged communication;
- c. Sensitive personal information, which refers to personal information:
 - i. About an individual's race, ethnic origin, marital status, age, color, and religious, philosophical or political affiliations;
 - ii. About an individual's health, education, genetic or sexual life, or any proceeding for any offense committed or alleged to have been committed by such person, the disposal of such proceedings, or the sentence of any court in such proceedings;
 - iii. Issued by government agencies peculiar to an individual which includes, but is not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and
 - iv. Specifically established by an executive order or an act of Congress to be kept classified.

Furthermore, Confidential Information shall cover **"Trade Secret Information"** which refers to any formula, pattern, design, device, formula, pattern, device, or compilation of information that: (a) is used in the Disclosing Party's business; and (b) gives the Disclosing Party an advantage or an opportunity to obtain an advantage over competitors who do not possess the information. Trade Secret Information includes processes or devices intended for continuous use in the operation of the Disclosing Party's business.

Notwithstanding the foregoing enumeration, in case of doubt as to whether a particular information is confidential, the same shall be treated as confidential.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the corporate or management policies of a person, and is presumed to exist when there is

- a. ownership, directly or indirectly, of more than majority of the voting securities of such person, by agreement or otherwise; or
- b. ownership of less than majority of the voting securities of such person but possession of any of the following powers:

- i. have over more than fifty percent (50%) of the voting rights by virtue of an agreement with other investors;
- ii. govern the financial and operating policies of such person under a statute or agreement;
- iii. appoint or remove majority of the members of the board of directors or equivalent governing body; or
- iv. cast majority of votes at meetings of the board of directors or equivalent body.

"Disclosing Party" refers to MIC or its Affiliates, and/or Representatives providing Confidential Information in relation to the Purpose.

"Receiving Party" refers to XYZ or its Affiliates, and/or Representatives acquiring Confidential Information from MIC or its Affiliates, and/or Representatives, in relation to the Purpose.

"Representatives", in relation to any Party, refers to the directors, partners, officers, employees, and authorized agents of, and individuals officially seconded to work for it, including professional advisors advising such Party or any of its Affiliates.

2. OBLIGATIONS OF THE RECEIVING PARTY

2.1 The Receiving Party shall:

- a. Treat the Confidential Information as defined under this Agreement and received from the Disclosing Party, its Affiliate, or Representative, as strictly privileged and confidential, and shall not disclose, divulge or share such information or document to any third party, unless: (i) it has obtained prior written consent of the Disclosing Party; or (ii) as may be required by any law, regulation, or by an order issued by a court of competent jurisdiction with prior written notice to the Disclosing Party within five (5) business days from the Receiving Party's receipt of notice or the directive from the competent authority to disclose such information;
- b. Use the Confidential Information only for the Purpose and not use it for any other purpose whatsoever and shall not permit the Confidential Information to go out of its possession or custody and control;
- c. Protect the Confidential Information with not less than the standard of care with which the Receiving Party treats its own confidential information, and in no event less than reasonable care;
- d. Comply, and cause its Representatives to comply, with all regulations and guidelines as the Disclosing Party may impose in relation to the manner and method of access, collection, and storage of Confidential Information;
- e. Comply with the obligations outlined in Clause 3 in connection with handling of Confidential Information that are personal information or sensitive personal information under RA 10173;
- f. Promptly notify the Disclosing Party if it becomes aware of a breach of any provision of this Agreement by its Representatives, and undertake the necessary measure to ensure that the disclosure in breach of this Agreement shall cease immediately;
- g. Promptly cease to use the Confidential Information or its copies upon the written instruction of the Disclosing Party; and
- h. Comply with the obligations set out in Clause 4 on the return of Confidential Information to the Disclosing Party.

3. DATA PRIVACY

- 3.1 The Receiving Party agrees to comply with, and has adequate measures in place to ensure that its directors, officers, employees, and Representatives comply at all times with: (a) the provisions and obligations contained in RA 10173, and its implementing rules and regulations, and (b) other applicable data privacy laws, rules and regulations, as may be promulgated and/or amended from time to time.
- 3.2 By entering into this Agreement, the Receiving Party agrees that any personal information shared to it may be collected, processed, shared and used but only in connection with the Purpose, and in accordance with the provisions and obligations set out in RA 10173 and its implementing rules and regulations. Personal Information obtained by the Receiving Party may be retained only for as long as such information is necessary as determined by the Parties. Once the personal information is no longer necessary in connection with the Purpose, the Receiving Party shall dispose of the same in a manner that will prevent any unauthorized processing and in compliance with Clause 4 hereof.
- 3.3 The Receiving Party agrees to hold the Disclosing Party free and harmless from any costs or liability arising from the Receiving Party's failure to comply with the requirements of RA 10173 and its implementing rules and regulations.

4. RETURN OF CONFIDENTIAL INFORMATION AND POLICY ON RETENTION

- 4.1 Upon request of the Disclosing Party or upon expiration or termination of this Agreement, the Receiving Party shall, within five (5) business days from receipt of a request from the Disclosing Party, either return to the Disclosing Party or destroy all Confidential Information furnished hereunder by the Disclosing Party, together with any copies thereof. The Receiving Party shall certify under oath that it retains no copy of the Confidential Information requested to be returned and that it has either returned or destroyed such information under its custody, unless covered by the exception provided under Clause 4.2.
- 4.2 The Receiving Party shall not make and/or retain copies of any Confidential Information under this Agreement, except as may otherwise be required or mandated under any law, regulation, professional standard or internal data retention policy, provided further that in case of such retention: (a) there is prior consent, notice and consultation between the Parties, (b) such retention is consistent with, and does not contradict any law or official issuance applicable to or within the jurisdiction of the Disclosing Party; and (c) the Receiving Party shall continue to be bound by the obligations of confidentiality as set forth in this Agreement notwithstanding its expiration or termination under Clause 9. Under the foregoing exceptional circumstances, such information shall not be retained longer than necessary or beyond the period prescribed under applicable law or official issuance.

5. OBLIGATION TO ENSURE COMPLIANCE

The Receiving Party shall be solely responsible for its Affiliates' and Representatives' failure to comply with, and shall ensure its Affiliates' and Representatives' compliance with, the provisions of this Agreement.

6. NO WARRANTY

The Receiving Party understands and agrees that (a) no representation is made or warranty given as to the accuracy or completeness of the Confidential Information provided to the Receiving Party, its Affiliates, and/or their Representatives, (b) the Disclosing Party has no obligation to provide or update such Confidential Information and (c) no liability will arise whatsoever to the Disclosing Party or any of its Affiliates or Representatives resulting from the Receiving Party's use of, or reliance on, the Confidential Information.

7. INTELLECTUAL PROPERTY

The Parties shall retain ownership of its intellectual property. Nothing in this Agreement shall be construed or interpreted as having the effect of transferring intellectual property from one Party to the other.

8. OWNERSHIP OF INFORMATION

Both Parties acknowledge and agree that any Confidential Information disclosed under this Agreement shall remain the exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any rights in the Confidential Information to the Receiving Party.

9. TERM AND TERMINATION

The term of this Agreement shall be two (2) years from the date of execution of this Agreement by both Parties' duly authorized representatives. Notwithstanding the expiration or termination of this Agreement, the obligation of the Receiving Party to protect Confidential Information, and the restrictions on use of Confidential Information shall survive.

10. AMENDMENT

No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each Party.

11. ASSIGNMENT

Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior consent of the other Party.

12. SEPARABILITY

If any provision of this Agreement is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.

13. DISPUTE SETTLEMENT

- 13.1 This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction).
- 13.2 Any dispute arising in any way out of or in connection with this Agreement (including, without limitation: (i) any contractual, pre-contractual or non-contractual rights, obligations or liabilities; and (ii) any issue as to the existence, validity or termination of this Agreement) (a "**Dispute**") shall first be attempted to be resolved by discussions and consultations between the respective senior management of the parties in good faith for a period of thirty (30) days after written notice has been sent in accordance with Clause 16(a) or Clause 16(b), with a copy sent via e-mail, by any Party to the other Party (the "**Consultation Period**").
- 13.3 If the Dispute remains unresolved upon the expiration of the Consultation Period then the dispute shall be resolved through arbitration in accordance with Republic Act No. 876, or the *Arbitration Law*, and Republic Act No. 9285, otherwise known as the *Alternative Dispute Resolution Act of 2004*. Either Party may give notice to the other Party of its intention to commence arbitration as to the matter in dispute, and no arbitration may be commenced unless such notice is given. The arbitration shall be conducted by one (1) arbitrator to be chosen by the Parties. The arbitration proceedings, including all its records, documents, pleadings, orders and judgments filed or rendered, shall be kept confidential. The seat and venue of arbitration shall be Metro Manila, Philippines. Any legal action necessary to promote arbitration shall be instituted in the proper courts in Taguig City, to the exclusion of other courts of equal jurisdiction.

14. NO WAIVER

No failure or delay by any Party in exercising any right, power or privilege hereunder, will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.

15. DAMAGES

The Receiving Party agrees that monetary damages would not be a sufficient remedy for breach of this Agreement, and that in addition to all other remedies available at law or in equity, the Disclosing Party shall be entitled to seek equitable relief, including injunction and/or specific performance, without proof of actual damages.

16. NOTICES AND COMMUNICATIONS

Any notice, demand, request, or other communication under this Agreement shall be in writing and shall be deemed to have been duly given or made (a) if made by hand delivery, when delivered, (b) if sent by registered mail, ten (10) days after being deposited in the mails, postage prepaid, and (c) if by electronic mail ("**e-mail**"), when receipt is acknowledged by the proper e-mail addressee/s of a Party as specified below, addressed as follows:

MAHARLIKA INVESTMENT CORPORATION
29th floor Ore Central 31st Street corner 9th Avenue
Bonifacio Global City, Taguig, Philippines 1635

Attention to: Rafael Jose D. Consing, Jr.
President and Chief Executive Officer
e-mail: rjconsing@mic.gov.ph

with a copy to: Name
Position
e-mail: e-mail address

XYZ
Address

Attention to: Name of Authorized Representative
Position
e-mail: e-mail address

Any Party may, by notice given in accordance with this clause to the other Party, designate another address or person for receipt of notices hereunder.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the disclosure, protection, and use of Confidential Information, and supersedes all prior agreements and communications, whether oral or written, relating to the subject matter.

18. SIGNING IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to set their hands the day and year first above-written.

MAHARLIKA INVESTMENT CORPORATION

NAME OF CORPORATION

By:

By:

Rafael Jose D. Consing, Jr.
President and Chief Executive Officer

[Name of Authorized Representative]
[Designation]

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

BEFORE ME, a Notary Public, for and in the above jurisdiction, on _____ 2024, personally appeared:

Name	Identification Documents	Date and Place of issuance
Rafael Jose D. Consing, Jr.		
Name of Authorized Representative		

known to me to be the same persons who executed the Confidentiality and Non-Disclosure Agreement, and who acknowledged that they willingly executed the same.

IN WITNESS WHEREOF, I set my hand and affix my notarial seal on _____ in _____, Philippines.

Doc. No. _____:
Page No. _____:
Book No. _____:
Series of 2024.

ANNEX A

**MAHARLIKA INVESTMENT CORPORATION
BOARD RESOLUTION 2024-029 DATED 29 FEBRUARY 2024**

(details on the subsequent page/s)

Annex E-16

VENDOR PERFORMANCE ASSESSMENT AND MONITORING REPORT

Name		Contract	
Service Provider		Assessment Period	

Notes:

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

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
1. Conformity to Technical Requirements (25%)					
25%	Deliverables Provided	Adherence to quality specifications and requirements as outlined in the Terms of Reference/Contract. 4- Exceeds quality specifications 3- Meets all quality specifications 2- Minor quality issues but overall satisfactory 1- Moderate or significant quality issues requiring follow-up			
2. Timeliness in the Delivery of Services (25%)					
25%	Response time in the delivery of service	Percentage of goods/services delivered within the agreed timeline. 4- 100% on time 3- 90%-99% on time 2- 75%-89% on time 1- Less than 75% on time			
3. Behaviour of Personnel (Courteous, Professional and Knowledgeable) (20%)					
20%	Trained and Qualified Staff	Consistency in professionalism, courtesy, and knowledge demonstrated by personnel. 4- Personnel are consistently courteous, professional, and highly knowledgeable 3- Personnel are courteous, professional, and generally knowledgeable 2- Personnel are polite but occasionally lack professionalism or knowledge 1- Personnel frequently lack professionalism or courtesy			
4. Response to Complaints (20%)					
20%	Response to complaints	Effectiveness, timeliness, and adequacy in addressing and resolving complaints, including follow-up actions to prevent recurrence. 4- Complaints are addressed within 2 working days with effective solutions, and proactive follow-up prevents recurrence. 3- Complaints are resolved within 3-5 working days with satisfactory solutions; follow-up is conducted as needed. 2- Complaints are resolved after 5 working days with some delays or partial solutions; limited follow-up is provided. 1- Complaints are often unresolved, with delays or ineffective solutions; follow-up is minimal or absent.			
5. Compliance with set office policies for such service (10%)					
10%	Compliance to the Confidentiality	Adherence to confidentiality protocols and procedures as stipulated in the agreement. 4- Full compliance with no breaches reported 1- Significant breach(es) of confidentiality			

100%

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

TOTAL RATING	
AVERAGE RATING	
ADJECTIVAL RATING	

Numerical Rating	Adjectival Rating	Description
3.4 - 4.0	Excellent	Exceeds expectations/deliverables
2.3 - 3.3	Good	Meets deliverables
1.7 - 2.2	Needs Improvement	Tighter Controls, Management Intervention required
1.0 - 1.6	Poor	Discontinue

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

Prepared by:

Reviewed by:

Noted by:

Designated Personnel

Head, Implementing Unit

Group Head Concerned

Annex E-17

Annex B (TOR)

FORMAT OF CURRICULUM VITAE (CV)

Name of Staff: _____

Name of Firm: _____

Position: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Licenses and Professional Certifications: _____

Summary of Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

CERTIFICATION:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of staff member] Date: _____
Day/Month/Year

Full name of staff member: _____

ANNEX C (TOR)
Annex E-18

Clarifications from SyCip, Gorres, Velayo & Company	Response
1. We would like to seek clarification on the permissibility of citing credentials from our parent firm (Ernst & Young) apart from any local (SGV) credentials	The credentials of the local firm (SGV) should meet the requirements of the law and the Terms of Reference (TOR). Citing the credentials from the parent firm (Ernst & Young) would have no bearing in the evaluation of the requirements.
2. Would like to seek clarification regarding the requirement of having a proprietary compensation and benefits database, and if this precludes us from purchasing additional data from third party providers	<p>Section G.4 of the TOR indicates "Has access to reliable and up-to-date compensation and benefits database for the Philippine market and/or global market, including but not limited to financial services sector"</p> <p>We further clarify "up-to-date" compensation and benefits database means 2024 database.</p> <p>Section G.4 of the TOR is revised as follows:</p> <p>"Has access to reliable and up-to-date (2024) compensation and benefits database for the Philippine market and/or global market, including but not limited to financial services sector"</p>
3. Seeking clarification on scope of organization design. Will it be a functional design only or would it include staffing patterns for each department.	<p>It should be both functional design and staffing pattern.</p> <p>Scope of organization design:</p> <ol style="list-style-type: none"> 1. Functional Statement and core business activities 2. Clear reporting and supervisory lines 3. Organizational structure 4. Staffing pattern and positions 5. Headcount or Number of Manpower
4. Can we request for the 5. specific information and details which should be included in each Functional Statement to ensure they accurately reflect the roles, responsibilities, and expectations of each organization unit	<p>Functional Statement:</p> <ol style="list-style-type: none"> 1. Mandate or Core Business Activities 2. Scope or Area of Focus 3. Key Responsibilities and Risks to be managed and mitigated 4. Alignment with Organizational Goals 5. Expected Outcomes or Deliverables 6. Dependencies (with other Departments / Offices) 7. Authority and Scope of Decisions 8. Performance Metrics 9. Reporting and Supervisory Lines

Clarifications from SyCip, Gorres, Velayo & Company	Response																
	<p><i>Example: HR Department</i> <i>Overall Purpose: To manage the organization's most valuable asset—its people—by developing policies, programs, and processes that support employee experience and organizational growth.</i></p> <table border="1" data-bbox="818 533 1385 1601"> <thead> <tr> <th data-bbox="818 533 1107 568">Sub-Unit</th> <th data-bbox="1107 533 1385 568">Key Functions</th> </tr> </thead> <tbody> <tr> <td data-bbox="818 568 1107 1169"><i>Recruitment & Talent Acquisition</i></td> <td data-bbox="1107 568 1385 1169"> <ul style="list-style-type: none"> - Attracting and sourcing qualified candidates. - Managing the hiring process, from interview to onboarding / placement. - Closely coordinating with regulatory bodies to comply with the requirements. - Building employer branding and relationships with external partners. </td> </tr> <tr> <td data-bbox="818 1169 1107 1240"><i>Training & Development</i></td> <td data-bbox="1107 1169 1385 1240"></td> </tr> <tr> <td data-bbox="818 1240 1107 1312"><i>Compensation & Benefits</i></td> <td data-bbox="1107 1240 1385 1312"></td> </tr> <tr> <td data-bbox="818 1312 1107 1384"><i>Employee Relations</i></td> <td data-bbox="1107 1312 1385 1384"></td> </tr> <tr> <td data-bbox="818 1384 1107 1456"><i>HR Administration & Operations</i></td> <td data-bbox="1107 1384 1385 1456"></td> </tr> <tr> <td data-bbox="818 1456 1107 1527"><i>Diversity, Equity, and Inclusion (DEI)</i></td> <td data-bbox="1107 1456 1385 1527"></td> </tr> <tr> <td data-bbox="818 1527 1107 1601"><i>Health, Safety, and Well-being</i></td> <td data-bbox="1107 1527 1385 1601"></td> </tr> </tbody> </table>	Sub-Unit	Key Functions	<i>Recruitment & Talent Acquisition</i>	<ul style="list-style-type: none"> - Attracting and sourcing qualified candidates. - Managing the hiring process, from interview to onboarding / placement. - Closely coordinating with regulatory bodies to comply with the requirements. - Building employer branding and relationships with external partners. 	<i>Training & Development</i>		<i>Compensation & Benefits</i>		<i>Employee Relations</i>		<i>HR Administration & Operations</i>		<i>Diversity, Equity, and Inclusion (DEI)</i>		<i>Health, Safety, and Well-being</i>	
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<i>HR Administration & Operations</i>																	
<i>Diversity, Equity, and Inclusion (DEI)</i>																	
<i>Health, Safety, and Well-being</i>																	
<p>6. Liquidated Damages: Clause D page 6, 7: Seeking clarification that based on our experience delays may also be caused by other factors, beyond the control of consulting firms. Request before imposing any such penalty sufficient agreement should be reached between both the parties – normally defined during the project kick-off (SLAs for review periods, submissions, etc.)</p>	<p>RA 9184 already establishes the government's right to penalize delay attributable to the contractor or service provider, making a separate SLA unnecessary unless explicitly required to address project-specific concerns.</p> <p>Specifically, Section 68 of RA 9184 IRR states that liquidated damages shall be imposed for delays caused by the</p>																

Clarifications from SyCip, Gorres, Velayo & Company	Response
	contractor, calculated at 1/10 of 1% of the total contract price per day of delay until the contract is completed or rescinded.
7. Bid Notice Abstract (Page No. 1); MIC TOR Document: Section I (Page No. 5) Seeking confirmation on the budget and total amount figures in the two documents, as there is a discrepancy between them. ABC = 56M vs. Total Amount Per Payment Milestone = 60M	The first paragraph of the Invitation to Bid states that the ABC is Fifty Six Million Pesos (Php56,000,000.00).
<p>8. Seeking clarification on items mentioned in the GCC / SCC specifically:</p> <p>9. Liability of the Supplier <i>For the last sentence under the SCC, we request to revise as follows and qualify negligence to gross negligence and should be determined by an appropriate competent authority in green colored font:</i> <i>The Supplier shall hold the Agency free and harmless from any claims of third parties arising from a grossly negligent or otherwise wrongful act, or wrongful omission by the Supplier or its employees or representatives as shall have been finally determined by a court of competent jurisdiction. The Supplier shall ensure that the employees that will be deployed in the Procuring Entity's premises shall faithfully observe and comply with all of their respective rules and regulations.</i></p> <p><i>For avoidance of doubt, gross negligence implies a want or absence of or failure to exercise slight care or diligence, or the entire absence of care. It evinces a thoughtless disregard of consequences without exerting any effort to avoid them. It means any act or failure to act, which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or</i></p>	We are not amenable. Per IRR of RA 9184, the liability of the supplier occurs when there is unsatisfactory progress in the delivery of the goods/services by the supplier/service provider arising from his fault or negligence and/or unsatisfactory or inferior quality of goods/services.

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p><i>indifference to foreseeable harmful consequences.</i></p> <p><i>Neither party shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond such party's reasonable control.</i></p>	
<p>10. We request to include additional provisions on limitations of liability in green colored font:</p> <p><i>Indirect damages</i></p> <p><i>We request to insert below:</i></p> <p><i>Neither party will be responsible for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, exemplary, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.</i></p> <p><i>Exclusion of indirect or consequential damages as provided under the GPPB Manual of Procedures (Volume 2) for the Procurement of Goods: Limitations of Liability</i></p> <p>What is the extent of the supplier's liability for damages?</p> <p><i>Except in cases of criminal negligence or willful misconduct, and in the case of infringement of intellectual property rights, and unless otherwise specified in the contract, the supplier is generally not liable to the Procuring Entity, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion does not apply to</i></p>	<p>We are not amenable. We will adhere to the provisions outlined in the bidding documents and TOR.</p>

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p><i>any obligation of the supplier to pay liquidated damages to the Procuring Entity. This is without prejudice to any other liability, penalty or appropriate sanction that may be imposed upon the supplier under R.A. 9184 and other applicable laws.</i></p> <p><i>Direct Damages</i></p> <p><i>In the draft template of the Philippine Bidding Documents for the Procurement of Goods, we understand that there is a limitations of liability:</i></p> <p><i>a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</i></p> <p>We request to adopt similar provisions to include clarity on the limitations of liability:</p> <p>Client (and any others for whom Services are provided) may not recover from the Supplier, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	
<p>11. We request to further clarify and insert provision below in green colored font that either party can terminate the agreement, or specific services, earlier upon written notice, and SGV can terminate the agreement or specific services immediately if SGV believes that continuing to provide services would violate applicable law or our professional obligations. Without this clause, a conflict</p>	<p>We are not amenable. Annex "I" of the IRR of RA 9184 already provides the procedure for termination of contract.</p>

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p>may arise between SGV's professional requirements and its obligations under the contract which could have serious consequences for both SGV and Client.</p> <p><i>This Agreement shall terminate on the completion of the Services. Either party may terminate this Agreement, or any particular Services, upon fifteen (15) days' prior written notice to the other. In addition, the Supplier may terminate this Agreement, or any particular Services, immediately upon written notice to the Procuring Entity if the Supplier reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</i></p> <p>We request to include below provisions in green colored font. For request with client if this may be inserted in the SCC or inserted under the Agreement:</p> <p>We request to insert below protect each party's confidential or proprietary information relating to its business, operations, personnel, pricing, clients and otherwise:</p> <p><i>Except as otherwise permitted by this Agreement, neither party may disclose to third parties any information provided by or on behalf of the other that ought reasonably to be treated as confidential (including, in the case of the Supplier, the Procuring Entity's Information). Either party may, however, disclose such information to the extent that it:</i></p> <p>(a) <i>is or becomes public other than through a breach of this Agreement;</i></p> <p>(b) <i>is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;</i></p> <p>(c) <i>was known to the recipient at</i></p>	

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p><i>the time of disclosure or is thereafter created independently;</i></p> <p><i>(d) is disclosed as necessary to enforce the recipient's rights under this Agreement; or</i></p> <p><i>(e) must be disclosed under applicable law, legal process or professional regulations.</i></p> <p><i>"Procuring Entity's Information" means information obtained by the Supplier from Client or from a third party on Procuring Entity's behalf.</i></p>	
<p>12. This is a business-critical clause, as it enables SGV to share Confidential Information among other EY Firms, EY Persons and Support Providers as required in connection with performance of the services or for internal support. SGV's service model increasingly leverages the use of resources located in other member firms of the EY network as well as through the use of specialized third-party providers. As stated in the last sentence of this section, Client has the assurance that SGV will remain responsible for such party's use or disclosure of the Client Information to the same extent as if SGV had engaged in the conduct itself.</p> <p><i>The Supplier uses other EY Firms, EY Persons and Support Providers who may have access to Procuring Entity's Information in connection with delivery of Services as well as to provide Internal Support Services. SGV shall be responsible for any use or disclosure of Procuring Entity's Information by other EY Firms, EY Persons or Support Providers to the same extent as if the Supplier had engaged in the conduct itself.</i></p> <p><i>"EY Firm" means a member of the EY network and any entity operating under a common branding arrangement with a member of the EY network.</i></p>	<p>The Special Conditions of the Contract prohibits sub-contracting. Engaging other firms would be tantamount to sub-contracting.</p>

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p><i>"EY Persons" means the Supplier's or any other EY Firm's subcontractors, members, shareholders, directors, officers, partners, principals or employees.</i></p> <p><i>"Internal Support Services" means internal support services utilized by the Supplier, including but not limited to: (a) administrative support, (b) accounting and finance support, (c) network coordination,</i></p> <p><i>(d) IT functions including business applications, system management, and data security, storage and recovery, (e) conflict checking, risk management and quality reviews, and (f) complying with regulatory and legal obligations to which the Supplier and the Procuring Entity are subject.</i></p> <p><i>"Support Providers" means external support service providers of the Supplier and other EY Firms and their respective subcontractors.</i></p>	
<p>13. Similarly above, this is a business-critical clause as it represents the Procuring Entity's agreement for Supplier to process Procuring Entity's Information, including Personal Data, in various jurisdictions around the world. The section seeks to give comfort to the Procuring Entity that Personal Data will be processed always in accordance with applicable law and within the framework of appropriate technical and organizational security measures.</p> <p><i>Procuring Entity agrees that Procuring Entity's Information, including Personal Data, may be processed by Supplier, other EY Firms, EY Persons and their Support Providers in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). Procuring Entity Information, including any Personal Data, will be processed in accordance with applicable law and in accordance with data protection requirements under applicable law and professional regulations including (without limitation) the Data Privacy Act of</i></p>	<p>The proposed provisions are not relevant to the project because there are no personal data to be processed.</p>

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p><i>2012 and its Implementing Rules and Regulations, and appropriate technical and organizational security measures will be implemented to protect it.</i></p> <p><i>Transfer of Personal Data among members of the EY network is subject to the EY Binding Corporate Rules Program, available at www.ey.com/bcr. Further information about EY's security measures and processing of Personal Data is available at www.ey.com/privacy.</i></p> <p>As a professional services firm, Supplier is required to exercise its own judgment in determining the purposes and means of processing any Personal Data when providing the Services. Accordingly, unless otherwise specified, when processing Personal Data subject to the Data Privacy Act of 2012 and its Implementing Rules and Regulations or other applicable data protection law, Supplier acts as an independent controller, and not as a processor under Procuring Entity's control or as a joint controller with Client. For Services where Supplier acts as a processor processing Personal Data on Procuring Entity's behalf, the parties will agree appropriate data processing terms in a separate agreement.</p>	
<p>14. If Client requests SGV to utilize Client or third-party systems or devices, SGV shall have no responsibility for such systems or devices. SGV's responsibility is limited to its own systems and devices. For engagement teams confirmation if this provision is appropriate for this engagement.</p> <p><i>If Procuring Entity requires the Supplier to access or use Procuring Entity or third-party systems or devices, Supplier shall have no responsibility for the confidentiality, security or data protection controls of such systems or devices or for their performance or compliance with Procuring Entity requirements or applicable law.</i></p>	<p>The proposed provision is not applicable to the Project.</p>

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p>15. SGV is increasingly making available to Client personnel and or third parties acting at Client's request technology-enabled tools and platforms. Before providing access to such individuals, SGV, in accordance with market practice, requires that such persons confirm their agreement to the applicable terms of use. These terms include terms such as the requirement that the tools or platforms are used in accordance with applicable law; that individuals appropriately secure their access codes; and that SGV intellectual property rights are respected. The terms of use do not contradict any provision of the T&Cs but are made expressly subject to them and overall engagement agreement with the Client.</p> <p><i>To facilitate the performance of the Services, Supplier may provide access to, or otherwise make available, technology-enabled collaboration tools and platforms to Procuring Entity personnel or third parties acting on Procuring Entity's behalf or at Procuring Entity's request, Procuring Entity shall be responsible for all such persons compliance with the terms applicable to the use of such tools and platforms.</i></p>	<p>The proposed provision is not applicable to the project.</p>
<p>16. We request to further clarify and insert provision below in green colored font that either party can terminate the agreement, or specific services, earlier upon written notice, and SGV can terminate the agreement or specific services immediately if SGV believes that continuing to provide services would violate applicable law or our professional obligations. Without this clause, a conflict may arise between SGV's professional requirements and its obligations under the contract which could have serious consequences for both SGV and Client.</p> <p><i>This Agreement shall terminate on the completion of the Services. Either party may terminate this Agreement, or any particular Services, upon fifteen (15)</i></p>	<p>Same as No. 11. We are not amenable. Annex "I" of the IRR of RA 9184 already provides the procedure for termination of contract.</p>

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p><i>days' prior written notice to the other. In addition, the Supplier may terminate this Agreement, or any particular Services, immediately upon written notice to the Procuring Entity if the Supplier reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</i></p>	
<p>17. This is a business-critical clause, as it enables SGV to share Confidential Information among other EY Firms, EY Persons and Support Providers as required in connection with performance of the services or for internal support. SGV's service model increasingly leverages the use of resources located in other member firms of the EY network as well as through the use of specialized third-party providers. As stated in the last sentence of this section, Client has the assurance that SGV will remain responsible for such party's use or disclosure of the Client Information to the same extent as if SGV had engaged in the conduct itself.</p> <p><i>The Supplier uses other EY Firms, EY Persons and Support Providers who may have access to Procuring Entity's Information in connection with delivery of Services as well as to provide Internal Support Services. SGV shall be responsible for any use or disclosure of Procuring Entity's Information by other EY Firms, EY Persons or Support Providers to the same extent as if the Supplier had engaged in the conduct itself.</i></p> <p><i>"EY Firm" means a member of the EY network and any entity operating under a common branding arrangement with a member of the EY network.</i></p> <p><i>"EY Persons" means the Supplier's or any other EY Firm's subcontractors, members, shareholders, directors, officers, partners, principals or</i></p>	<p>Same as No. 12. The SCC prohibits sub-contracting. Engaging other firms would be tantamount to sub-contracting.</p>

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p>employees.</p> <p><i>"Internal Support Services" means internal support services utilized by the Supplier, including but not limited to: (a) administrative support, (b) accounting and finance support, (c) network coordination, (d) IT functions including business applications, system management, and data security, storage and recovery, (e) conflict checking, risk management and quality reviews, and (f) complying with regulatory and legal obligations to which the Supplier and the Procuring Entity are subject.</i></p> <p><i>"Support Providers" means external support service providers of the Supplier and other EY Firms and their respective subcontractors.</i></p>	
<p>18. Similarly, above, this is a business-critical clause as it represents the Procuring Entity's agreement for Supplier to process Procuring Entity's Information, including Personal Data, in various jurisdictions around the world. The section seeks to give comfort to the Procuring Entity that Personal Data will be processed always in accordance with applicable law and within the framework of appropriate technical and organizational security measures.</p> <p><i>Procuring Entity agrees that Procuring Entity's Information, including Personal Data, may be processed by Supplier, other EY Firms, EY Persons and their Support Providers in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). Procuring Entity Information, including any Personal Data, will be processed in accordance with applicable law and in accordance with data protection requirements under applicable law and professional regulations including (without limitation) the Data Privacy Act of</i></p>	<p>Same as No. 13. The proposed provisions are not relevant to the project for there are no personal data to be processed.</p>

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p><i>2012 and its Implementing Rules and Regulations, and appropriate technical and organizational security measures will be implemented to protect it.</i></p> <p><i>Transfer of Personal Data among members of the EY network is subject to the EY Binding Corporate Rules Program, available at www.ey.com/bcr. Further information about EY's security measures and processing of Personal Data is available at www.ey.com/privacy.</i></p> <p><i>As a professional services firm, Supplier is required to exercise its own judgment in determining the purposes and means of processing any Personal Data when providing the Services. Accordingly, unless otherwise specified, when processing Personal Data subject to the Data Privacy Act of 2012 and its Implementing Rules and Regulations or other applicable data protection law, Supplier acts as an independent controller, and not as a processor under Procuring Entity's control or as a joint controller with Client. For Services where Supplier acts as a processor processing Personal Data on Procuring Entity's behalf, the parties will agree appropriate data processing terms in a separate agreement.</i></p>	
<p>19. If Client requests SGV to utilize Client or third-party systems or devices, SGV shall have no responsibility for such systems or devices. SGV's responsibility is limited to its own systems and devices. For engagement teams confirmation if this provision is appropriate for this engagement.</p> <p><i>If Procuring Entity requires the Supplier to access or use Procuring Entity or third-party systems or devices, Supplier shall have no responsibility for the confidentiality, security or</i></p>	<p>Same as no. 14. The proposed provision is not applicable to the Project.</p>

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p><i>data protection controls of such systems or devices or for their performance or compliance with Procuring Entity requirements or applicable law</i></p>	
<p>20. SGV is increasingly making available to Client personnel and or third parties acting at Client's request technology-enabled tools and platforms. Before providing access to such individuals, SGV, in accordance with market practice, requires that such persons confirm their agreement to the applicable terms of use. These terms include terms such as the requirement that the tools or platforms are used in accordance with applicable law; that individuals appropriately secure their access codes; and that SGV intellectual property rights are respected. The terms of use do not contradict any provision of the T&Cs but are made expressly subject to them and overall engagement agreement with the Client.</p> <p><i>To facilitate the performance of the Services. Supplier may provide access to, or otherwise make available, technology-enabled collaboration tools and platforms to Procuring Entity personnel or third parties acting on Procuring Entity's behalf or at Procuring Entity's request, Procuring Entity shall be responsible for all such persons compliance with the terms applicable to the use of such tools and platforms.</i></p>	<p>Same as No. 15. The proposed provision is not applicable to the project.</p>
<p>21. We would like to request the inclusion of the standard provisions of contract establishing the governing law and dispute resolution:</p> <p>Governing Law and Language <i>This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.</i> <i>This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or</i></p>	<p>The Revised Agreement shall read as follows:</p> <p>Governing Law and Language <i>This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.</i></p> <p><i>This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All</i></p>

Clarifications from SyCip, Gorres, Velayo & Company	Response
<p><i>interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.</i></p> <p>Settlement of Disputes <i>If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004." Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.</i></p>	<p><i>correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.</i></p> <p>Settlement of Disputes Any dispute arising out of or in relation to this Agreement shall, by written notice, be referred for settlement via negotiations between senior executives of the Parties who have authority to settle the dispute. In case the dispute cannot be resolved in this manner within thirty (30) days from referral of the same for settlement, then the dispute shall be resolved through arbitration in accordance with Republic Act No. 876, or the Arbitration Law, and Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004. Either Party may give notice to the other Party of its intention to commence arbitration as to the matter in dispute, and no arbitration may be commenced unless such notice is given. The arbitration shall be conducted by one (1) arbitrator to be chosen by the Parties. The arbitration proceedings, including all its records, documents, pleadings, orders and judgments filed or rendered, shall be kept confidential. The seat and venue of arbitration shall be Metro Manila, Philippines. Any legal action necessary to promote arbitration shall be instituted in the proper courts in Taguig City, to the exclusion of other courts of equal jurisdiction.</p>

ANNEX G-15

Clarifications from Willis Towers Watson Philippines, Inc.	Response
<p>1. There are clauses pertaining to foreign firms in the instruction to bidders, but the eligibility in the bid notice states <i>“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.”</i></p> <p>Please clarify – will this automatically disqualify companies that do not satisfy 60% interest or outstanding capital stock belonging to citizens of the Philippines?</p>	<p>Section 3 of the Invitation to Bid is revised as follows: <i>“Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.”</i></p> <p>The above-mentioned provision is aligned with the Terms of Reference on Section 7 of the Bidding Documents.</p>
<p>2. Please confirm that all documents (eligibility documents, technical and financial proposals) will all be submitted on December 27, 2024?</p>	<p>The opening of bids shall be rescheduled to January 16, 2025.</p>
<p>3. Will access to the Secure File Transfer Facility be provided to bidders ahead of time to test and confirm access, so we can anticipate or flag issues on submission?</p>	<p>As clarified by the GI-BAC during the Pre-Bid Conference, access shall be given after proof of payment was sent to LBP. Please refer to Annex C1-C7 for the procedure.</p>
<p>4. For the list of Ongoing and Completed projects (Form no. 3), we will be unable to provide the Company Name and details for private sector clients, as we are bound by contractual terms not to disclose confidential information of our clients without their approval. As such, some company names and details will be masked.</p>	<p>Per IRR of RA 9184, the prospective bidder should list ALL ongoing and completed projects using Form No. 3.</p> <p>Masking of company and contact details shall be allowed during submission but needs to be disclosed by the lowest calculated bidder during the post-qualification proceedings. Securing the necessary clearance from your respective clients shall be done prior to post-qualification proceedings.</p>
<p>5. For Forms no. 3 and 4, we can provide a Project Contact's Name for said project instead of the Owner's Name.</p>	<p>Per IRR of RA 9184, the prospective bidder should list ALL ongoing and completed projects using Form No. 3 and 4.</p> <p>Masking of company and contact details shall be allowed during submission but needs to be disclosed by the lowest calculated bidder during the post-</p>

Clarifications from Willis Towers Watson Philippines, Inc.	Response
	qualification proceedings. Securing the necessary clearance from your respective clients shall be done prior to post-qualification proceedings.
<p>6. Form No. 5 – We will provide the Total Assets and Total Liabilities as declared in our AFS. For the value of ongoing projects, we can only provide estimates. Given that the Company covers other lines of businesses, the total will differ from those in the list of ongoing projects.</p>	<p>For ongoing projects, you should state the contract price indicating the percentage completed.</p> <p>We note that the Company covers other lines of businesses. However, Form No. 3 requires the Company to list ALL ongoing and completed projects. Only Form No. 4 (Single Largest Completed Contract) requires similar HR Solution projects.</p> <p>Form No. 5 requires the Total Assets and Total Liabilities as declared in the AFS minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts including awarded contracts yet to be started.</p>
<p>7. Eligibility Documents Class B - <i>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.</i> – The SEC Registration and Articles of Incorporation clearly state that the Philippine entity can enter into, make, perform and carry out contracts of every kind and nature and for any lawful purpose pertaining to or in connection with the business of the corporation, or in any manner incident thereto, as principal, agent or otherwise, with any person, firm, association or corporation. Will this suffice and allow us to bid for this opportunity?</p>	<p>Section 3 of the Invitation to Bid is revised as follows: <i>"Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184."</i></p> <p>The above-mentioned provision is aligned with the Terms of Reference on Section 7 of the Bidding Documents.</p>
<p>8. Will there be other forms or templates provided for documents such as the CVs of the project team members? In the absence of such and given the close deadline of the eligibility, technical and financial documents, we are utilizing other templates from previous government bids.</p>	<p>Section G.6 of the TOR is revised as follows: "Profile or Bio-Data of each personnel duly signed using the template in Annex C"</p>
<p>9. Technical Specifications: "Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and</p>	<p>We note that the documentary samples stated in the bid documents are not applicable to the services provided by the</p>

Clarifications from Willis Towers Watson Philippines, Inc.	Response
<p>cross-referenced to that evidence. Evidence shall be in the form of manufacturer's unamended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate." – as the samples in the bid documents are not applicable to our services, we will provide a writeup of our proposed approach and methodology as supporting documents.</p>	<p>Company. Please refer to Section G of the TOR for the required supporting documents per requirement.</p>
<p>10. We have noted the maximum delivery period of 390 calendar days overall. Can we propose a different sequence of phases based on our overall approach? We are thinking of different sequence that is more appropriate given the deliverables and timing required in the Scope of Work. Rest assured, we will ensure that the overall project will be completed in 390 calendar days.</p> <p>We will also propose a payment schedule relative to the proposed sequence.</p>	<p>We will follow the sequence and payment milestones/ schedule stated in the TOR.</p>
<p>11. In the event that we will be fortunate to be selected to provide these consulting services, Willis Towers Watson Philippines, Inc. would like to propose for the following clauses to be inserted in the final contract. These are the items that we typically negotiate and discuss with other NGAs and GOCCs we have worked with in the past. We want to make sure that there will be an opportunity for us to discuss the inclusion of the following clauses.</p> <p>General Conditions of Contract:</p> <p><u>Insert the following to the GCC</u></p> <p>“Limitation of Liability If the Supplier's services do not conform to the requirements agreed between the Parties the Procuring Entity shall promptly notify the Supplier and the Supplier shall re-perform any non-conforming services at no additional charge or, at the Procuring Entity's option, refund the portion of the fees paid with respect to such services.</p>	<p>As prescribed by the 6th Edition of the Philippine Bidding Documents, the General Conditions of the Contract could not be altered.</p>

Clarifications from Willis Towers Watson Philippines, Inc.	Response
<p>If re-performance of the services or refund of the applicable fees would not provide an adequate remedy for damages, the aggregate of the Supplier, its affiliate, the Supplier's and its affiliates' employees, directors, officers, agents and subcontractors ("Related Persons") to the Procuring Entity whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses arising from or in any way connected with the Supplier's services shall not exceed in aggregate the greater of (a) US\$250,000 (to be paid in Philippine Peso based on the prevailing exchange rate at the time of the payment) or (b) the total amount of the fees paid to the Supplier for the services provided pursuant to that scope of work during any 12-month period beginning with the commencement of that scope of work, unless otherwise agreed in writing. Nothing in these terms shall exclude or limit the liability of the Supplier or its Related Persons in the case of: (a) death or personal injury resulting from the Supplier or its Related Person's negligence; (b) willful misconduct; (c) fraud; or (d) other liability to the extent that the same may not be excluded or limited as a matter of law. In no event shall the Supplier or any of its Related Persons or affiliates be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss).</p> <p>Where the Supplier is jointly liable to the Procuring Entity with another party, the Supplier shall to the extent permitted by law only be liable for those losses that correspond directly with the Supplier's share of responsibility for the losses in question.</p>	
<p>Work Product and Intellectual Property Rights</p> <p>The Procuring Entity shall retain ownership of all original data and materials, and the intellectual property rights in that data, provided to the Supplier by the Procuring Entity or its representatives. The Procuring Entity will have the right to use, reproduce</p>	<p>As prescribed by the 6th Edition of the Philippine Bidding Documents, the General Conditions of the Contract could not be altered.</p>

Clarifications from Willis Towers Watson Philippines, Inc.	Response
<p>and adapt the copies of the work product delivered to the Procuring Entity for internal purposes within its organization. The Supplier shall retain the intellectual property rights in such work product, and the skills, know-how and methodologies used or acquired by the Supplier during the course of providing any services.</p> <p>The Supplier's services, including the work product the Supplier delivers to the Procuring Entity, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without the Supplier's prior written consent, except when the Procuring Entity is compelled by competent legal authority to disclose the work product or any part thereof. In such case the Procuring Entity shall notify the Supplier and provide any reasonable assistance that the Supplier may need to seek appropriate protective order against such disclosure. In the event no protective order can be sought, the Procuring Entity shall disclose only the work product or any part thereof to the extent as required by the competent legal authority. The Procuring Entity may distribute the Supplier's work product to the Procuring Entity's affiliates, provided that the Procuring Entity ensures that each such affiliate complies with these terms and the applicable scope of work as if it were a party to them, and the Procuring Entity remain responsible for such compliance.</p> <p>The Procuring Entity shall not refer to the Supplier or include any of the Supplier's work product in any shareholder communication or in any offering materials (or fairness opinion provided by the Procuring Entity's professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.</p>	
<p>Termination</p> <p>Except as may otherwise be agreed in this Contract, either Party may terminate this Contract on 30 days' written notice to the</p>	<p>We are not amenable. Annex "I" of the IRR of RA 9184 already provides the procedure for termination of contract.</p>

Clarifications from Willis Towers Watson Philippines, Inc.	Response
<p>other Party. The Supplier shall be entitled to be paid for the services rendered up to the effective date of any such termination, and for expenses incurred. Any provision of this Contract that would be reasonably intended to apply after termination will do so.”</p>	
<p><u>Special Conditions of Contract</u></p> <p><u>Insert the following to the end of the Intellectual Property Rights section:</u></p> <p>“The liability of the Supplier to indemnify the Procuring Entity is subject to the Limitation of Liability provision set out in this Contract.”</p>	<p>We are not amenable. We will adhere to the provisions outlined in the bidding documents and TOR.</p>
<p><u>Make the change to the following sentence as shown in purple below:</u></p> <p>The Supplier shall hold MIC free and harmless from any claims of third parties arising from a negligent or otherwise wrongful act, or omission by the Supplier or its employees or representatives. The Supplier shall ensure that the employees that will be deployed in MIC’s premises shall faithfully observe and comply with all MIC rules and regulations. The aggregate liability of the Supplier or its employees or representatives to indemnify the MIC is subject to the Limitation of Liability provision set out in this Contract.</p>	<p>We are not amenable. We will adhere to the provisions outlined in the bidding documents and TOR.</p>
<p>Annexes</p> <p><u>Insert the following to the end of the definition “Confidential Information”:</u></p> <p><i>“Confidential Information shall not include the following information: (i) already known to it at the time of disclosure; (ii) in the public domain or publicly available; (iii) available from a third party who is under no such obligation of confidentiality; or (iv) independently developed by the Receiving Party. The Receiving Party may disclose confidential information to its legal advisers to protect its own legitimate interests and to comply with any legal or regulatory requirements. If</i></p>	<p>We are not amenable. We will adhere to the provisions outlined in the bidding documents and TOR.</p>


Clarifications from Willis Towers Watson Philippines, Inc.	Response
<p><i>any court, regulatory authority, professional body or legal process requires the Receiving Party to disclose information covered by this confidentiality obligation, then the Receiving Party may make any such disclosure; provided that the Receiving Party will, if permitted by law, advise the Disclosing Party promptly of any such requirement and cooperate, at the Disclosing Party's expense, in responding to it."</i></p>	
<p>Insert the following to the end of the Data Privacy section:</p> <p>"In the course of providing the Services, the Parties acknowledge that the Disclosing Party may provide the Receiving Party with information about an identifiable individual or information which relates to a natural person and allows that person to be identified ("Personal Data"). It is further acknowledged that the Receiving Party is a global business and that the Receiving Party may transmit Personal Data within its global network of offices to its affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. The Disclosing Party represents that the Receiving Party is authorized to receive and possess any such Personal Data and that the Disclosing Party has obtained any necessary consents, including a consent for data sharing in accordance with the Data Privacy Act of 2012 (Republic Act No. 10173) and its Implementing Rules and Regulations, from third parties, including the individual to whom such Personal Data relates, that may be required for the Receiving Party to use the Personal Data for the purposes of this providing the Services, and the Disclosing Party agrees that the Receiving Party may hold and process such Personal Data in accordance with its privacy notice, which is available online at https://www.wtwco.com/en-PH/notices/privacy-notice-philippines. Irrespective of where the Receiving Party receives or holds Personal Data on the Disclosing Party's behalf, the Receiving</p>	<p>The proposed provisions are not relevant to the project for there are no personal data to be processed.</p>

Clarifications from Willis Towers Watson Philippines, Inc.	Response
<p>Party will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each Party shall comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations. The Disclosing Party agrees that the Receiving Party may maintain, process and transfer the Disclosing Party's Confidential Information and Personal Data in order to perform the Services, and for other reasonable ancillary purposes, unless the Disclosing Party instructs otherwise. In addition, the Disclosing Party hereby grants the Receiving Party permission to use data the Receiving Party receives from the Disclosing Party or the Disclosing Party's representatives in the course of the Services for use in industry benchmarking studies, trend analyses and research. The Receiving Party may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to the Consultant's other clients and prospects. Any such articles or studies will not disclose the Disclosing Party's participation or mention the inclusion of the Disclosing Party's information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant."</p>	
<p><u>Insert the following to the end of the Entire Agreement section:</u></p> <p>"For the avoidance of doubt, this Agreement shall only apply to the Confidential Information accessed to by the Receiving Party in relation to the Purpose. In the event WTW be awarded a contract for services in for the Purpose, the Parties will enter into a separate definitive service agreement and the confidentiality provision therein shall govern the treatment of Confidential Information exchanged in performance of the services.</p>	<p>We are not amenable. We will adhere to the provisions outlined in the bidding documents and TOR.</p>


The response to the clarifications from the prospective bidders has been reviewed, confirmed, and approved on 18 December 2024 by the members of the Technical Working Group for the procurement of a Compensation, Benefits and Organizational Study, duly signed as follows:


VICKY CASTILLO L. TAN
Chairperson
Maharlika Investment Corporation


CHONA BENEDICTA A. MENDOZA
Member
Maharlika Investment Corporation


MAY D. ARIZABAL
Member
Land Bank of the Philippines


MALECAH BARING
Member
Land Bank of the Philippines


HANELLE R. REYNA
Member
Land Bank of the Philippines

ANNEX G-24