



LANDBANK

SERVING
THE NATION

**SUPPLEMENTAL/BID BULLETIN NO. 2
For LBP-GIBAC-ITB-GS-20230830-01**

PROJECT : Online Learning Management Platform

IMPLEMENTOR : GI-BAC Secretariat

DATE : January 19, 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 Bid Documents.

Modifications, amendments and/or clarifications:

- 1) The bidder/s are encouraged to use the Bid Securing Declaration as Bid Security.
- 2) The Terms of Reference, Technical Specifications (Section VII), Special Conditions of Contract and Checklist of Bidding Documents (Item No. 12 of Technical Documents) have been revised. Please see attached revised Annexes D-1 to D-18 specific sections of the Bidding Documents.
- 3) The submission and opening of bids is re-scheduled on February 1, 2024 at 10:00 A.M. through videoconferencing using Microsoft (MS) Teams.
- 4) Responses to Bidder's Queries/Clarifications per attached Annexes F-1 to F-7.


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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p data-bbox="403 416 778 450">Delivery and Documents –</p> <p data-bbox="403 483 1378 651">The procurement for Online Learning Management Platform was acquired through Competitive Bidding with Approved Purchase Order No. _____ dated _____, with Notice of Award and Notice to Proceed issued by LANDBANK's authorized signatory.</p> <p data-bbox="403 685 1378 853">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 data-bbox="403 887 1378 999"><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 data-bbox="403 1032 1378 1200"><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 data-bbox="403 1234 1378 1301">Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p data-bbox="403 1335 1378 1447">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 data-bbox="403 1514 826 1547">Intellectual Property Rights –</p> <p data-bbox="403 1570 1378 1671">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 with LANDBANK. Thus, the supplier shall maintain a deposit account with any LANDBANK Branch where the proceeds of its billings under this Contract shall be credited.</p> <p>The following documentary requirements for payment shall be submitted, whichever is applicable:</p> <ul style="list-style-type: none">• Sales Invoice/Billing Statement/Statement of Account• Delivery Receipt with printed name and signature of LANDBANK employee who received the delivery and actual date of receipt of items• Inspection Report with printed name and signature of LANDBANK employee who inspected the delivery and duly noted by the Head• Certificate of Acceptance and/or Satisfactory Performance duly signed by the Head, Organization Development Department• Warranty Certificate <p>The Supplier shall be paid within sixty (60) calendar days after submission of sales invoice or claim and complete documentary requirements.</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>
3	Maintain the GCC Clause.
4	Maintain the GCC Clause.
5	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 LBP's prior written consent. Prior to the assignment or subcontracting and the approval by LBP</p>

	<p>thereof, the Supplier must disclose to LBP 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 P 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 LBP 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 LBP's premises shall faithfully observe and comply with all LBP rules and regulations.</p>
--	---

Section VII.

Technical Specifications

Technical Specifications

Specifications	Statement of Compliance
	<p>Bidders must state below either “Comply” or “Not Comply” against each of the individual parameters of each Specification preferably stating the corresponding performance parameter of the product offered.</p> <p>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>Online Learning Management Platform</p> <p>Note:</p> <p>Scope of Works and other requirements per attached revised Terms of Reference (TOR) – Annexes D-1 to D-18.</p>	<p>Please state here either “Comply” or “Not Comply”</p>

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Checklist of Bidding Documents for Procurement of Goods and Services

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

Eligibility and Technical Components (PDF File)

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

○ Eligibility Documents – Class “A”

Legal Eligibility Documents

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

Technical Eligibility Documents

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

Financial Eligibility Documents

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

6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
- **Eligibility Documents – Class “B”**
 7. Duly signed valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.
 8. For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos, Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
 9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
- **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 – Technical 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 envelope (Eligibility and Technical Component), only the above documents will be checked by the BAC if they are all present using a non-discretionary “pass/fail” criterion to determine each bidder's compliance with the documents required to be submitted for eligibility and the technical requirements.

- **Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:**
 1. Business Tax Returns per Revenue Regulations 3-2005 (BIR No. 2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.
 2. Latest Income Tax Return filed manually or through EFPS.
 3. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
 4. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).
 5. Duly notarized Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form – Form No. 7).

Financial Component (PDF File)

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

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

LAND BANK OF THE PHILIPPINES

ONLINE LEARNING MANAGEMENT PLATFORM

TERMS OF REFERENCE

I. PROJECT TITLE

Online Learning Management Platform

II. BACKGROUND

In 2023, LANDBANK shifts its thrust and direction towards harnessing and mainstreaming innovation and digital transformation in virtually all facets of its operations. This is in line with the Bank's new Vision and Mission which shall culminate in 2028. Adopting digitally transformative solutions in the workplace brings with it a number of benefits that are proven to address the changing workforce demographics and its changing work patterns, meet customer expectations, and soften the impact of wide-spread pandemics.

In the realm of employee Learning and Development, digital solutions provide less expensive teaching methods and preparations, offer a vast variety of relevant courses, greater flexibility, and standardized quality in terms of learning content and delivery.

The explosion of the Massive Open Online Courses (MOOCs) provides an opportunity for LANDBANK employees to access libraries of courses designed to help in their upskilling and re-skilling efforts. LANDBANK aims to utilize this opportunity by allowing its employees to gain free access to relevant courses designed to address competency gaps obtained from the most recent competency assessment. At the same time, employees are given access to materials/contents that empower them to develop new skills outside their current employment, but are within their circle of interests. This is another way of contributing to the employees' wellbeing by providing them healthy habits to develop outside office hours.

III. OBJECTIVES

- To support in the upskilling and re-skilling efforts of LANDBANK employees enabling them to achieve new skills within a year or less
- To close applicable competency gaps within the year
- To provide a meaningful and relevant avenue for employees to achieve self-determination through self-directed learning
- To promote inclusivity in the field of capacity development both in the individual and organizational levels
- To supplement LANDBANK's career-pathing efforts for its employees through provision of relevant contents

IV. PROJECT DURATION

Calendar Days: 572

Pre-System Go-Live: 17 (to start within 5 calendar days upon receipt of Notice to Proceed); Actual System Go-Live: 540 (to start on the 5th calendar day after User Training); Post-System Go-Live: 15 (to start One (1) calendar day after System Go-Live)

V. SCOPE OF WORK

On a subscription basis, provide an internet-based, Online Learning Management platform that can accommodate 6,000 regular employee-learners to gain 24/7 access to at least 10,000 courses comprised of a wide variety of skill-building resource materials/contents such as videos, presentations, lectures and other learning materials.

Subscription must be able to provide a 6-month Proof of Concept (POC) phase available to 800 regular employee-learners and an ensuing 12-month full roll-out that can accommodate 6,000 employee-learners, including the previous 800.

A. System Design and Customization

1. The provider must be able to provide and customize an online learning platform that includes the following major features:
 - a. Administrator Panel [accessible by Admin]
 - b. Reporting and Analytics [accessible by Admin]
 - c. Feedback and Evaluation (i.e., for the individual employee learners) [accessible by both Learner & Admin]
 - d. Employee-Learner Module (i.e., main interface allowing the employee-learners to access the contents/materials) [accessible by Learner]
2. Register LANDBANK employees in the learning platform and send User Names and default Passwords via their registered personal e-mail addresses.
3. Incorporate in the learning platform the LANDBANK employee details found in the List of Employees vis-a-vis their existing Position Competency Profiles (PCP).
4. Recommend a list of available and applicable course titles/contents for each item under the uploaded PCP's functional and leadership skills sets. Each course title must have the following information available:
 - Course Titles
 - Course Category (e.g., MOOC, podcasts, lectures, presentations, etc.)
 - Course Format (e.g., mp4, wav, mp3, pdf, docx, xlsx, etc.)
 - Course Objectives
 - Proficiency Levels that the training course is designed to address, and
 - Course Duration in hours

5. The recommended courses/materials must adhere with the Bank's given Proficiency Level (i.e., Basic [1], Intermediate [2], Advance [3], Expert [4]) vis-à-vis the job/position and its competencies.
6. Incorporate in the system, on a per PCP basis the recommended number of course materials and number of total hours required to close an identified competency gap.

B. Inception Meeting and Report

The Service Provider, upon receipt of Notice to Proceed and prior to Inception Meeting shall be provided with the Data Sharing Agreement (DSA) document for the same to review, and comment on or agree with. The accomplished DSA will be signed by both parties.

Facilitating of inception meeting with LANDBANK-Organization Development Department (LBP-ODD) representatives to discuss the scope of work, clarification and finetuning of requirements, *data processing life cycle*, customization approach, project composition, project schedule, and other deliverables.

The Service Provider can schedule the Inception Meeting upon receipt of the Notice to Proceed document from LANDBANK. An Inception Meeting Report shall be prepared and submitted to LBP-ODD.

LBP-ODD may request the Service Provider for a quick system walkthrough or demonstration during this phase.

C. Data Gathering

Collecting of LANDBANK's Employee List, Position Competency Profiles (PCP), Competency Framework, and most recent Competency Assessment results.

D. System Walkthrough

Presenting of the learning platform and the customizations/integrations made based on the requirements and features stated in this TOR. Acceptable workarounds or alternatives must be presented in the event that some of the requirements/features cannot be provided outright.

E. User Acceptance Testing (UAT)

Provide LBP-ODD with simulated access to the actual system features, functions, and processes to get a feel and greater understanding of the various user roles and the relevant processes tied with it. This also determines if all the system requirements have been successfully integrated and are working properly. The system provider shall provide

LBP-ODD with a UAT template which itemizes the system requirements/features, for the latter to review and accomplish.

F. User Training

Service Provider must provide a comprehensive user's training to the Administrative Users and Employee-Learner Users which shall cover the role-based, end-to-end processes of the two (2) roles. The system training can be in the form of a live or recorded webinar. A User Manual with Frequently Asked Questions (FAQ) sheet must be made available for distribution. The user training shall run for a maximum of five (5) consecutive working days.

G. Data Back-up and Disaster Recovery

System Provider must have a facility for weekly and monthly backing-up of user data, user transactions, and reports.

H. Maintenance and Support

Provide users with system maintenance and technical support right after the UAT process, *via direct call, e-mail, or chat* for the entire duration of the subscription. *Only administrative users shall be allowed access to direct calls while employee learners shall be limited to e-mail/chat.* Said maintenance and support must be made extendable for another month, right after the subscription period, to allow the administrative users unhampered access to the system for any summary and wrap-up activities.

On instances where service provider shall require in its operations the transfer of personal information received from the Bank, said further disclosures that the service provider will do shall be stipulated in the DSA with the Bank.

I. Reports Generation

Upon end of the (1) Proof of Concept period and the (2) full-roll out subscription period, respectively, provide administrative users with two (2) more weeks to access the system for the generation and downloading of reports. Service Provider must also provide the administrative users with assistance, should the latter request for it, either via direct call and/or email, for the generation and downloading of reports, on top of items that are readily downloadable from the system.

System Features

A. General Requirements

1. Provider-hosted, browser-based platform with SSL encryption, accessible through the internet (i.e., compatible with latest versions of the following web browsers: Microsoft Edge, Mozilla Firefox, Opera, Google Chrome, Safari, etc.).

2. The Web-based applications/sites must be able to run through desktops, laptops, and mobile devices.
3. Must provide a landing page where the employee-learner can access a Log-in facility which requires inputting of unique Usernames (registered e-mail address) and Passwords; must also have a Forgot Password and Change Password feature.
4. Course materials must be available in multiple formats such as video, podcast, blog/article, intranet, shared drive, PDF, MS PowerPoint, etc.
5. Courses can be viewed/watched offline without internet connection via desktop/laptop/mobile device.
6. For MOOCs, Certificates of Completion (COC) must be provided for applicable courses that have been successfully completed. COCs must be downloadable in .pdf format. COCs must include the following information:
 - Name of Employee Learner
 - Unit/Department
 - Position
 - Course Title
 - Proficiency Levels that the training course is designed to address
 - Course Duration in hours
 - Date Completed
 - Logo of Content Provider
 - Signature of Content Provider representative
7. For MOOCs and content materials that do not provide individual certificates, the system must be able to generate a list of Completed Courses that summarizes all of the employee-learner's completed courses. The list shall include the course title, quiz grades (if any), Start/End dates, and number of actual hours it took the employee-learner to complete said course. This can be downloaded in pdf format.
8. System must be able to automatically recommend applicable courses/materials to the given competencies or skills (i.e., **WITH** or **WITHOUT** gaps) without any manual intervention from LANDBANK. The recommended courses must adhere to the corresponding proficiency level of the given function/position.
9. The system is allowed to recommend a course/material with a higher proficiency level provided it does not exceed a total of five (5) courses/materials.
10. System can be configured in such a way that required/mandatory courses (i.e., for competencies/skills with identified gaps) are accessed and completed first by employee-learners. Access to non-mandatory courses shall be enabled only when all mandatory courses are completed. This configuration will not apply to competencies/skills with no gaps.

11. The system shall not identify and tag the immediate supervisor of the employee nor the supervisor's immediate staff. The supervisor, therefore, shall not receive any information regarding his/her staff's progress in the system/platform.
12. System must be able to recommend courses that fall under a **"GENERAL INTERESTS"** category. These courses might not be directly connected to an employee-learner's given competencies/skills sets and could be entirely irrelevant to his/her current job position, but might fall within a particular employee-learner's personal interests (e.g., computer programming, web development, content creation, etc.).
13. The system shall require an employee-learner to accomplish an Evaluation Form after completing required courses (i.e., **WITH** gaps) and its total required hours.
14. For competencies/skills with no identified gaps, the system shall require the employee-learner to accomplish an Evaluation Form upon completion of courses, provided that the total number of hours of said course(s) reached 16 hours.
15. Courses with Certificates must bear the content provider's logo. LANDBANK shall not use its logo for this purpose.
16. The system must be able to (e.g., via a Learner's Module) provide the employee-learner with the following information:
 - View of an individual employee-learner's PCP, tagging those with gaps as **"MANDATORY"** (e.g., Problem Solving-MANDATORY)
 - Recommended Course Titles or List of relevant content materials opposite each competency (i.e., **WITH** or **WITHOUT** gaps), taking into consideration the Proficiency Levels; the list of courses can be in the form of thumbnails
 - For competencies **WITH** identified gaps, the system must indicate the **Total Number of Hours REQUIRED** to close the gap indicated opposite the competency gap, and for competencies **WITHOUT** gaps, no such indicator shall be provided (i.e., there will be no minimum as to number of course content/materials that an individual employee-learner can take).
 - **Progress bars** (e.g., doughnut chart) indicating rate of completion of each course being taken, and an overall completion chart in relation to the overall number of required hours required to close a competency gap; competencies without gaps do not require an overall completion chart
17. Has a facility that allows employee-learners to send inquiries, clarifications, comments, etc. to the Service Provider.
18. The system must have a facility for viewing (e.g., Reporting and Analytics Module) the employee-learner's attendance and actual participation to courses; can be toggled on a

per Competency/Skill (WITH or WITHOUT GAPS) that can further be configured/drilled up or down on a per:

- Course
 - Number of Participants taking the course
 - Progress or Rate of completion
 - Completed (100%)
 - Number of Hours it took to finish
 - Number of Certificates Issued
 - On-going (<100%)
 - Yet to Start (0%)
 - Sector
 - Group
 - Unit, and
 - Individual Employee-Learner
19. The system must be able to generate reports in any date range (i.e., daily, weekly, monthly, quarterly, & yearly). The reports can be exported in excel and PDF formats. The following reports can be generated from the system:

a. Skills-Competencies Map Report

- a.1. List of Overall Competencies/Skills of the Bank
 - a.1.1. Total Number of Employee-Learners per Skill/Competency
 - a.1.2. Can be drilled up and down per Sector/Group/Department/Individual
- a.2. List of Mandatory Competencies/Skills (**WITH GAPS**)
 - a.2.1. Total Number of Employee-Learners per Skill/Competency
 - a.2.2. Can be drilled up and down per Sector/Group/Department/Individual
 - a.2.3. Total Number of Required Hours to Close Skill/Competency Gap
- a.3. List of Competencies/Skills **WITHOUT GAPS**
 - a.3.1. Total Number of Employee-Learners per Skill/Competency
 - a.3.2. Can be drilled up and down per Sector/Group/Department/Individual

b. Course Map Report

- b.1. Bank Positions/Functions vis-a-vis Relevant Skills Set vis-a-vis Relevant Course Titles
- b.2. Course Details
 - b.2.1. Course Title
 - b.2.2. Course Category/Format (e.g., MOOC, lecture, podcast, etc.)
 - b.2.3. Course Duration
 - b.2.4. Proficiency Level

c. Employee-Learner Engagement Report

- c.1. List of Mandatory Competencies/Skills (**WITH GAPS**)
 - c.1.1. List and Total Number of ALL Recommended Courses
 - c.1.2. Total Number of Employee-Learners
 - c.1.3. Can be drilled up and down per Sector/Group/Department/Individual
 - c.1.4. Progress or Rate of completion (individual and aggregated)
 - c.1.4.1. Completed (100%)
 - c.1.4.2. On-going (<100%)
 - c.1.4.3. Yet to Start (0%)
 - c.1.4.4. Start and End Dates a course was engaged
 - c.1.5. Most Accessed Course Material
 - c.1.6. Total Number of Recommended Hours
 - c.1.7. Total Number of Actual Hours it took to finish Recommended Hours (per course and aggregated)
 - c.1.8. Number of Issuable Certificates of Completion
 - c.1.9. Number of Actual Certificates of Completion Issued
- c.2. List of Mandatory Competencies/Skills (**WITHOUT GAPS**)
 - c.2.1. List and Total Number of ALL Recommended Courses
 - c.2.2. Total Number of Employee-Learners
 - c.2.3. Can be drilled up and down per Sector/Group/Department/Individual
 - c.2.4. Progress or Rate of completion (individual and aggregated)
 - c.2.4.1. Completed (100%)
 - c.2.4.2. On-going (<100%)
 - c.2.4.3. Yet to Start (0%)
 - c.2.4.4. Start and End Dates a course was engaged
 - c.2.5. Most Accessed Course Material
 - c.2.6. Total Number of Hours of On-going & Completed Courses combined
 - c.2.7. Total Number of Actual Hours it took to finish the On-going & Completed Courses (per course and aggregated)
 - c.2.8. Number of Issuable Certificates of Completion
 - c.2.9. Number of Actual Certificates of Completion Issued

d. Employee-Learner Feedback and Evaluation Report

- d.1. List of accessed Course Titles with Accomplished Evaluation forms
- d.2. Summary of Assessment of Learnings/Knowledge Gained
 - d.2.1. Learned Something vs Did Not Learn Anything (i.e., Yes or No)
 - d.2.2. Usefulness & Applicability to Work/Personal Interests (i.e., Yes or No)
 - d.2.3. Overall Satisfaction (i.e., Yes or No)

e. Summary, Conclusion and Recommendations Report

A qualitative and descriptive report that summarizes and takes into account the results of the Employee-Learner Engagement Report, Employee-Learner Evaluation and Feedback, and the system-recommended courses which forms as basis for the Service Provider's conclusions and recommendations in the context of the learning and development needs of the employee-learner.

Said report shall be prepared and submitted by the Service Provider to cover both the (1) Proof of Concept phase and (2) Full Roll-Out phase, respectively.

B. Additional Requirements

1. Employee-learners shall be denied access to the system after 3 unsuccessful login attempts and his/her user account shall be locked; A forgot password link is available to reset the locked account upon successful inputting of the system generated password that will be sent to the employee-learner's registered email address.
2. A Frequently Asked Questions (FAQ) page and sitemap of the online learning platform shall be available in the actual system for reading and downloading (.pdf).
3. System must be able to provide learning evaluation or test materials depending on the course.
4. The system or the System Provider must be able to send to LBP-ODD via email, a copy of the Certificates of Completion (in .pdf) and list of courses successfully finished (in .xlsx) by the employee-learners.
5. Applicable course learning materials/resources must be downloadable.
6. L&D related courses in various formats (e.g., video, audio/podcast, text, etc.) on the creation and preparation of Online Courses must be included in the library of available materials in the platform.
7. The system must be able to send a prompt notifying the employee-learner that subscription is nearing its end. This prompt shall start on the first day of the final month of access, and daily thereafter stating the remaining number of days.
8. LBP-ODD Administrators shall be given access to the system with employee-learner role.
9. The Service Provider must provide LBP-ODD with a list of their content authors and their individual profiles (if applicable).

VI. MANPOWER REQUIREMENTS

Provider must have the following manpower who shall perform the following roles:

- a. One (1) **Account Manager** who shall perform account planning, perform business reviews, project planning, educational sessions, usage/adoption analysis, answer Administrator and employee-learner inquiries regarding relevant technical inquiries/concerns to include system and course content, including accounting/finance matters, etc.
- b. One (1) **Implementation Manager** who shall perform back-end integrations/customizations/enrollments in the system and ensure all required functionalities have been included

VII. BUSINESS CONTINUITY

Provider must be able to provide and present a comprehensive Business Continuity Plan (BCP) that shall cover the critical facets of the course delivery within the subscription period.

VIII. CONFIDENTIALITY

Provider must comply with LANDBANK's Information Security policies and guidelines to ensure confidentiality and security of LANDBANK's data. For this purpose, the winning Service Provider and its representative(s) must sign a **Confidentiality Agreement (Annex A)** and **Acceptable Use Policy Compliance Commitment Certificate (Annex B)** during Contract Preparation and Signing.

IX. RESPONSIBILITIES OF THE LBP-ODD DURING PROJECT IMPLEMENTATION

- a. Provide the Service Provider with the necessary documentary requirements relative to the customization of the system and uploading of employee details.
- b. Participate in the UAT process and ensure that all requirements have been properly implemented in the system.
- c. Coordinate with the Service Provider and the employee-learners for the proper cascading and implementing of the user training and system Go-Live.

X. SCHEDULE OF DELIVERY

ACTIVITY	DATE	DOCUMENTARY REQUIREMENTS		SUBMISSION DATES	
		SERVICE PROVIDER	LBP-ODD	SERVICE PROVIDER	LBP-ODD
1. Inception Meeting and Report	Within five (5) calendar days upon receipt of Notice to Proceed (NTP)	a. Inception Meeting Report b. Billing Statement to cover 1 st installment		5th calendar day after Inception Meeting	
2. Data Gathering	START: One (1) calendar day after Inception Meeting DURATION: Four (4) calendar days	a. E-mail message attesting that Service Provider has received/has access to the files sent by LBP-ODD	a. Employee List b. Position Competency Profile (PCP) c. Competency Framework d. 2022 Competency Assessment Results e. Employee E-mail Addresses	START: One (1) calendar day after Inception Meeting DURATION: Four (4) calendar days	START: One (1) calendar day after Inception Meeting DURATION: Four (4) calendar days
3. System Customization	START: One (1) calendar day after Data Gathering DURATION: Five (5) calendar days	a. E-mail message notifying LBP-ODD that Service Provider shall commence with its system/platform customization process		One (1) calendar day after Data Gathering	
4. System Walkthrough**	START: One (1) calendar day after System Customization DURATION: One (1) calendar day	a. E-mail message notifying LBP-ODD that the system/platform shall be ready for System Walkthrough		Last banking day of System Customization	

		b. Learning Platform Link c. Business Continuity Plan (BCP)			
5. User Acceptance Testing (UAT)**	START: One (1) calendar day after System Walkthrough DURATION: Five (5) calendar days	a. E-mail message notifying LBP-ODD that the system/platform shall be ready for UAT b. UAT Link c. User Name & Password d. UAT Template with Requirements Checklist & Problem Management Report	a. Accomplished & Signed UAT Template	Within the day of System Walkthrough	Within the last day of UAT
6. User Training	START: 10 th calendar days after UAT DURATION: One (1) calendar day	a. E-mail message notifying LBP-ODD that the system/platform is ready for User Training b. User Training Link c. User Manual d. Frequently Asked Questions (FAQ) e. System/Platform Sitemap		Three (3) calendar days before User Training	

7. System Go-Live	<p>(A) 6-month Proof of Concept Run: START: 5th calendar day after User Training DURATION: 6 months (180 calendar days)</p> <p>(B) 12-month Full Roll-Out Run: START: Ten (10) calendar days after POC Run DURATION: 12 mos (365 calendar days)</p>	<p>a. E-mail message notifying LBP-ODD that the system/platform shall be ready for Go-Live</p> <p>b. Actual System/Platform Link*</p> <p>(A) 800 employees (B) 5,200 employees</p> <p>c. Username & Password* (A) 800 employees (B) 5,200 employees</p>		<p>(A) 6-month Proof of Concept Run: Three (3) calendar days before start of POC Run</p> <p>(B) 12-month Full Roll-Out Run: Three (3) calendar days before start of Full Roll-Out Run</p>	
8. Post System Go-Live	<p>(A) 6-month Proof of Concept Run: START: One (1) calendar day after System Go-Live DURATION: 10 calendar days</p> <p>(B) 12-month Full Roll-Out Run: START: One (1) calendar day after System Go-Live DURATION: Five (5) calendar days</p>	<p>a. Summary, Conclusion & Recommendations Report</p> <p>b. Final Billing Statement (2nd Installment) to cover outstanding subscription balance</p>		<p>(A) 6-month Proof of Concept Run: One (1) calendar day after Post System Go-Live Item a. only</p> <p>(B) 12-month Full Roll-Out Run: One (1) calendar day after Post System Go-Live Item a. & b.</p>	

Notes: Except for the System Go-Live activities, if a calendar day falls on a weekend or a holiday, the first working day following such weekend or holiday shall be construed as the applicable working day upon which the service provider can perform or continue the activities stated above.

* Directly e-mailed to the enrolled employee-learners. A separate list that contains all of the Usernames and Passwords must be e-mailed to LBP-ODD to ensure complete and successful submission to all employee-learners.

** To be participated by select LBP-ODD personnel

XI. TERMS OF PAYMENT

The Bank shall pay in two (2) installments:

1st Installment:

- 50% of the total subscription fee, plus 100% of additional fees (e.g., implementation cost, taxes, etc.) necessary for the customization, integration of requirements, and delivery of the service or product in the Go-Live phase, if any.
- Payable after the Inception Meeting


2nd Installment:

- Covers the outstanding balance of the subscription fee
- Payable at the end of the subscription period upon submission of the Summary, Conclusion & Recommendations Report

Prepared by:


CHRISTOPHER A. PAMATMAT
Junior Management Associate
Organization Development Department

Reviewed by:


KARMINA T. ROXAS
Program Manager
Organization Development Department

Approved by:


MILDRED R. REYES
Department Manager
Organization Development Department

REVISED ANNEX D-14



Land Bank of the Philippines

CONFIDENTIALITY AGREEMENT

In the course of the hiring/engagement of _____ (Recipient), external consultant or service provider for the Land Bank of the Philippines (Discloser), the former hereby acknowledges that the latter would be disclosing data considered "Classified Information" as defined in the Discloser's Guidelines on Classification, Handling, Access and Disclosure of Information Assets. To ensure the protection of **all information**, including personal and sensitive personal information, the Recipient hereby agrees to faithfully observe/comply with the following terms and conditions:

1. In addition to the Classified Information defined in the Discloser's Guidelines which include among others, technical information such as methods, processes, formulae, compositions, systems, techniques, machines, computer programs and research projects, Confidential Information covered by this Agreement shall also include information deemed classified under the General Banking Law (GBL), rules and regulations of the Bangko Sentral ng Pilipinas (BSP) and other laws, rules and regulations that may hereafter be enacted/issued;
2. Any Classified Information received, before hiring/engagement, shall be used by the Recipient exclusively for the purpose of evaluating its prospective engagement by the Discloser;
3. Recipient shall limit disclosure of Classified Information within its own organization on a need to know basis. Recipient shall not disclose Classified Information to anyone (individual or corporation) who/which is not officially concerned with the Recipient's prospective or existing engagement with the Discloser;
4. This Agreement does not include information: (a) already in Recipient's possession without obligation of confidentiality; (b) publicly available when received or thereafter becomes publicly available through no fault of the Recipient; (c) obtained from a source other than the Discloser without obligation of confidentiality; (d) disclosed by the Discloser to another party without obligation of confidentiality; and (e) developed independently by the Recipient;
5. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Classified Information permitted under this Agreement. No license or conveyance of any intellectual property rights is granted or implied by this Agreement;
6. The Discloser has no obligation under this Agreement to acquire any service or purchase any goods or intangibles from the Recipient. Further, the Recipient acknowledges that the exchange of information contemplated herein shall neither commit or bind the Discloser to any present or future contractual relationship (except as specifically stated herein), nor construed as an inducement to act or not to act in any given manner;

CLASS C Annex A

7. The Discloser shall not be liable to the Recipient in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on the latter's decision to use or rely on any information disclosed covered by this Agreement;
8. If there is a breach or threatened breach of any provision of this Agreement, and the Discloser has no adequate remedy in money or indemnity for damages, the Discloser shall be entitled to injunctive relief. However, the use/application by the Discloser of any particular remedy shall not be construed as a waiver or prohibition of other remedies to which the Discloser is entitled under the laws, rules and regulations;
9. This document covers the entire Agreement of the parties concerning the protection of Classified Information and supersedes any prior agreement, understanding, or representation relative thereto. Any addition or modification to this Agreement must be in writing and signed by the parties;
10. If any provision of this Agreement is found unenforceable, the remaining provisions shall be enforced as fully as possible.

WHEREFORE, the parties have signed this Agreement this _____ day of _____ 20____.

Recipient:

Discloser:

(Signature Over Printed Name)

(Signature Over Printed Name)

(Company Name)

Land Bank of the Philippines

Acceptable Use Policy Compliance Commitment Certificate

I received, read and understood the Acceptable Use Policy (AUP) of the Land Bank of the Philippines.

I agree to abide by its terms and will immediately report any violation of the policy.

I understand that the violation of the AUP's provisions may be subject to sanctions under the law and the rules and regulations of the Bank.

Signature

Name (Print)

Date

NOTED BY:

Name and Position
(Head of Unit/Proponent Unit)
Date : _____

Acceptable Use Policy Commitment

1. I understand that:
 - a. electronic files created, sent, received or stored on devices owned/leased/ administered or otherwise under the custody and control of the Bank shall be the property of the Bank. My use of these files shall neither be treated as personal nor private;
 - b. all Bank-owned IT systems shall be equipped with Bank's licensed software only, including anti-virus and TMG-approved open-source software or freeware;
 - c. only Bank employees and designated authorized users from proponent units/third-party service providers deployed in the Bank shall be allowed to use Bank-owned IT systems as supported by a user request; and
 - d. all devices to be connected to the network shall require prior approval from unit concerned thru a memo or job order request.
2. As Information Resource Users, I shall –
 - a. be responsible for use of own ID/s and password/s in IT systems;
 - b. keep the confidentiality of account(s), passwords, Personal Identification Numbers (PIN) or similar information on devices used for identification and authorization purposes;
 - c. protect mobile device with password;
 - d. ensure that the assigned personal computers and laptops are secured by automatic activation of lock feature when not in use for more than fifteen (15) minutes, or by logging off when it shall be left unattended;
 - e. ensure that remote access technologies are activated only when needed and immediately deactivated after specified time of use;
 - f. access data, documents, e-mail correspondence and programs contained on Bank's IT systems for which I have authorization and not obtain extra resources beyond those allocated;
 - g. access, create, store or transmit material that is only legal according to law so as not to degrade the performance of information resources;
 - h. report immediately to the concerned Helpdesk any weaknesses (e.g., unexpected software, system behavior, virus infection) in Bank's IT system security which may result to unintentional disclosure of information or exposure to security threats;
 - i. observe compliance with the existing policies on handling of information to prevent unauthorized access to Bank's information i.e., saving of files in the present form of medium available (e.g., compact disc or diskette) and/or safekeeping of files in a secured area;
 - j. consult supervisor if there is any uncertainty on the use of IT systems; and
 - k. be aware that the data created, sent, received and stored on Bank's IT systems remain the property of the Bank.
3. I understand that the following activities are strictly prohibited:
 - a. make unauthorized copies of copyrighted or Bank-owned software/s;
 - b. download any file or software from sites or sources which are not familiar or hyperlinks sent by strangers, which may expose the IT system to a computer virus and could hi-jack Bank information, password or PIN;
 - c. download, install, run security programs or utilities (e.g., password cracking programs, packet sniffers, port scanners), or circumvent IT system security measures (e.g., port scanning or security scanning) that shall reveal or exploit weaknesses in the security of the information assets, unless properly approved by the Bank's Chief Information Officer;
 - d. divulge to anyone the access points to Bank's information resources without proper authorization;
 - e. disclose information which might be used for personal benefit, political activity, unsolicited advertising, unauthorized fund raising, or for the solicitation or performance of any unlawful activity;
 - f. make fraudulent or unofficial offers of products, items or services using the Bank's information resources;
 - g. effect security breaches or disruptions of network communications, such as, but not limited to, network sniffing, ping floods, packet spoofing, denial of service and forged routing information for malicious purposes;
 - h. provide critical information on the Bank and its employees (e.g., software inventory, list of personnel) to parties outside the Bank without proper authorization;
 - i. make unauthorized disclosure of confidential data (e.g., on depositors/investors/borrowers accounts); and
 - j. copy, move, and store cardholder data, including personal, sensitive personal, and privileged information, onto local hard drives and removable electronic media, unless explicitly authorized and approved to perform a business function and/or need.

RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

DATE	
PROJECT IDENTIFICATION NO.	ITB-GS-20230830-01
PROJECT NAME	Online Learning Management Platform
PROPONENT UNIT/TECHNICAL WORKING GROUP	Organization Development Department

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK's RESPONSES
1.	<p>Annex D - Terms of Reference.pdf/ System features/ A. General Requirement/ Page 5</p> <p>The system shall not identify and tag the immediate supervisor of the employee nor the supervisor's immediate staff. The supervisor, therefore, shall not receive any information regarding his/her staff's progress in the system/platform.</p>	We would like to understand the use case for this requirement.	The managers and supervisors shall have access to progress reports which will be an additional basis for monitoring and course completion.
2.	<p>Annex D - Terms of Reference.pdf/ System features/ A. General Requirement/ Page 6</p> <p>The system shall require an employee-learner to accomplish an Evaluation Form after completing required courses (i.e., WITH gaps) and its total required hours</p>	We would like to understand the use case for this requirement.	All courses shall be for evaluation (i.e., Mandatory & non-required) to determine Reaction Learning of employees.
3.	<p>Annex D - Terms of Reference.pdf/ System features/ A. General Requirement/ Page 6</p> <p>For competencies/skills with no identified gaps, the system shall require the employee-learner to accomplish</p>	We would like to understand this requirement better before providing a solution.	All courses shall be for evaluation (i.e., Mandatory & non-required) to determine Reaction Learning of employees.

ANNEX F-1

	an Evaluation Form upon completion of courses, provided that the total number of hours of said course(s) reached 16 hours.		
4.	Annex D - Terms of Reference.pdf/ System features/ A. General Requirement/ Page 6 "View of an individual employee-learner's PCP, tagging those with gaps as "MANDATORY" (e.g., Problem Solving-MANDATORY)"	We would like to understand this requirement in detail.	The PCP refers to the Competency Requirement & Competency Level, the mandatory courses will be dependent on the identified gaps based on the competency assessment result.
5.	Annex D - Terms of Reference.pdf/ System features/ A. General Requirement/ Page 7 b.1. Bank Positions/Functions vis-a-vis Relevant Skills Set vis-a-vis Relevant Course Titles	We need more clarity on this.	This is for data analysis, and identifying/establishing required courses per required skill sets.
6.	Annex D - Terms of Reference.pdf/ System features/ A. General Requirement/ Page 8 A qualitative and descriptive report that summarizes and takes into account the results of the Employee-Learner Engagement Report, Employee-Learner Evaluation and Feedback, and the system-recommended courses which forms as basis for the Service Provider's conclusions and recommendations in the context of the learning and development needs of the employee-learner. Said report shall be prepared and submitted by the Service Provider to cover both the (1) Proof of Concept phase and (2) Full Roll-Out phase, respectively	We would like to discuss this in detail.	This requirement pertains to the Executive Summary Report that the provider shall provide at the end of both the POC and full roll-out runs, respectively. The stated requirement in page 8 enumerated some of the areas (e.g., system recommended courses, employee-learner's feedback, employee-learner's engagement to the courses that he/she took etc.).

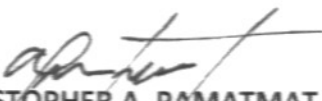
7.	Annex D - Terms of Reference.pdf/ System Features B. Additional Requirements Page 9 System must be able to provide learning evaluation or test materials depending on the course.	We would like to understand what type of assessment and test material is expected by Landbank team.	This shall depend on the course material. We understand that not all courses require quizzes or tests at the end of its run. Basically, short objective type questions will suffice.
8.	Annex D - Terms of Reference.pdf/ System Features B. Additional Requirements Page 9 The system must be able to send a prompt notifying the employee-learner that subscription is nearing its end. This prompt shall start on the first day of the final month of access, and daily thereafter stating the remaining number of days.	What are the subscriptions referred to here? Are these the due dates for a course where employee needs to be notified when it is due?	This refers to the overall access to the platform. Ideally, one (1) month prior to platform deactivation due to end of access (one for POC and another for full roll-out), the system should be able to prompt its users to access said platform via employee-learners' emails and unto the platform itself.
9.	Annex D - Terms of Reference.pdf/Scope of Work Page 2 Incorporate in the learning platform the LANDBANK employee details found in the List of Employees vis-a-vis their existing Position Competency Profiles (PCP).	Need clarity on how PCPs are created and how it needs to be mapped in Disprz platform	The PCP serves as the reference material for the competency requirement and competency level per position, which needs to be mapped in the platform.
10.	Annex D - Terms of Reference.pdf/Scope of Work Page 3 The recommended courses/materials must adhere with the Bank's given Proficiency Level (i.e., Basic [1], Intermediate [2], Advance [3], Expert [4]) vis-à-vis the job/position and its competencies.	Disprz skill framework follows a Dreyfus Model with 5 levels of proficiencies. We will work with Landbank team to map it against the skill framework. This requires detailed discussion.	Service Provider can simply equate the Dreyfus Model's 4 & 5 levels as equivalent to our Expert [4] level.
11.	Annex D - Terms of Reference.pdf/Scope of Work Page 3 Incorporate in the system, on a per PCP basis the	Need further discussion to understand PCP	The technical aspect of the Position Competency Profile (PCP) shall be discussed in detail during the Inception Meeting.


ANNEX F-3

	recommended number of course materials and number of total hours required to close an identified competency gap.		This item merely requires the system's ability to automatically recommend not only the appropriate course but also how many courses to close a particular gap.
12.	<p>Annex D - Terms of Reference.pdf/Scope of Work/Maintenance & Support Page 4</p> <p>Provide employee-learner and administrative users with system maintenance and technical support right after the UAT process, via direct call and/or e-mail, for the entire duration of the subscription. Said maintenance and support must be made extendable for another month, right after the subscription period, to allow the administrative users unhampered access to the system for any summary and wrap-up activities.</p>	<p>Bidder request to change the requirement of maintenance and technical support to the administrative user level via email or support chat.</p> <p>The bidder does not provide employee-learner level system and technical support.</p> <p>Any extended support beyond subscription period will be a part of transition assistance period at mutually agreed cost.</p>	Only the administrative users are allowed to directly call the service provider. The employee-learner can e-mail/chat the service provider for technical-related support.
13.	<p>Annex D - Scope of Work/I. Reports Generation</p> <p>Upon end of the (1) Proof of Concept period and the (2) full-roll out subscription period, respectively, provide administrative users with two (2) more weeks to access the system for the generation and downloading of reports. Service Provider must also provide the administrative users with assistance, should the latter request for it, either via direct call and/or email, for the generation and downloading of reports, on top of items that are readily downloadable from the system.</p>	<p>Bidder request to change the requirement of maintenance and technical support to the administrative user level via email or support chat. Any extended support including with regard to reports generation beyond subscription period will be a part of transition assistance period at mutually agreed cost.</p>	The email or support chat shall be the primary means of communication and should probably suffice for the purpose it was originally requested. The direct call was included as a contingency to merely alert the provider to generate/download relevant reports on a timely manner, if deemed necessary.
14.	<p>Annex D - Term of Reference XI - Terms of Payment</p> <p>2nd Installment:</p>	<p>Bidder request that the second installment be paid at the end of the POC period of 6 months</p>	We shall retain the provisions stated in the Terms of Reference.

ANNEX F-4

	<ul style="list-style-type: none"> Covers the outstanding balance of the subscription fee Payable at the end of the subscription period upon submission of the Summary, Conclusion & Recommendations Report 		
15,	N/A	<u>Data Privacy and Data Residency Compliance</u> Bidder request clarity on which country the data residency to be maintained as the cloud hosting will be from Singapore and the user's Personal Data will be residing in Singapore and may be transferred to India for L3 support.	Please refer to Sections V.B (Inception Meeting and Report) and V.H (Maintenance and Support) of the Revised TOR for additional provisions on Data Privacy and Data Residency Compliance, respectively.
16,	N/A	<u>IPR</u> Bidder request IPR provisions as follows: All IP with regard to the products/ services, including any customization, will remain with Bidder. All IP with regard to third-party services will remain with such third-party. All IP in any data shared by either Party will remain with such Party.	Request denied considering that we are only subscribing to the platform.


CHRISTOPHER A. PAMATMAT
Junior Management Associate
ODD-LIM


KARMINA T. ROXAS
Program Manager
ODD - LIM

ANNEX F-5

RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

DATE	January 4, 2024
PROJECT IDENTIFICATION NO.	ITB-GS-20230830-01
PROJECT NAME	Online Learning Management Platform
PROPOSER UNIT/TECHNICAL WORKING GROUP	

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK's RESPONSES
17.		Bidder is a private limited company Registered/Incorporated under the laws of the Republic of Singapore with 100% ownership held by a holding/parent company Registered/Incorporated under the laws of Republic of India. Bidder request to confirm the eligibility	Please refer to 5.2 of Section 2 of Instruction to Bidders
18.	The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the project The Procuring Entity has prescribed that subcontracting is not allowed	Bidder is a SaaS provider of platform with very limited free content/ courses. The platform is based on third party cloud and the proposed courses or content that needs to be made available to Land Bank will qualify to be a procurement of more than 20% of the Project through subcontracting. Hence bidder request a specific exemption/waiver of this restriction	The requirement is retained
19.	Subcontracting is not allowed	Bidder is a SaaS provider of platform with very limited free content/ courses. The platform is based on third party cloud and the proposed courses or content that needs to be made available to Land Bank will be subcontracted. Hence bidder request a specific exemption/waiver of this restriction	The requirement is retained
20.	GCC Clause 1 Incidental Services	Bidder hereby states that, since the service being provided is of SaaS nature. This Clause is not applicable	To revise the SCC Clause 1 For inclusion in the Bid Bulletin
21.	GCC Clause 1 Spare Parts	Bidder hereby states that, since the service being provided is of SaaS nature. This Clause is not applicable	To revise the SCC Clause 1 For inclusion in the Bid Bulletin

ANNEX F- 6

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK's RESPONSES
22.	GCC Clause 1 Packaging	Bidder hereby states that, since the service being provided is of SaaS nature. This Clause is not applicable	To revise the SCC Clause 1 For inclusion in the Bid Bulletin
23.	GCC Clause 1 Transportation	Bidder hereby states that, since the service being provided is of SaaS nature. This Clause is not applicable	To revise the SCC Clause 1 For inclusion in the Bid Bulletin
24.	Termination	<p>Bidder requests termination provisions as follows:</p> <p>Termination for Breach: 30 days Cure period after notice, available for either party</p> <p>Termination for Convenience: 90 Days Notice, available for either Party, after the expiry of first one year of License Period</p> <p>Termination for Violation of Law/Insolvency/Fraud: Immediate with Notice, available for either party</p> <p>Termination Consequences: Either Party to return and/or destroy confidential information</p> <p>Refund of advance paid, if any, with regard to direct services of Bidder, provided such termination is not by the Bidder either for Termination for Breach or for Termination for Violation of Law/Insolvency/Fraud</p>	<p>Provisions on Termination of Contract under RA 9184 will be followed.</p> <p>Request denied</p>
25	Indemnity and Liability	<p>Bidder request Indemnity and Liability provisions as follows:</p> <p>Limitation of Liability: For Direct Losses – Not exceeding 6 months subscription payments paid by Bidder – mutual, subject to exclusions not permitted by law. Complete mutual disclaimer of consequential/special/indirect/punitive damages</p> <p>Mutual Indemnity for IPR violation, confidentiality breach, violation of applicable law</p>	<p>Provisions on Indemnity and Liability under RA 9184 will be followed.</p> <p>Request denied</p>

ANNEX F-7