



LANDBANK

SERVING THE NATION



BAGONG PILIPINAS

SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-GIBAC-ITB-GS-20240201-02

PROJECT : **Executive Assessment Services for LANDBANK Officer Level Positions**

IMPLEMENTOR : **Bids and Awards Committee for Goods and Infrastructure (GI-BAC)**

DATE : **March 14, 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 and amendments:

- 1) The bidder/s are encouraged to use the Bid Securing Declaration as Bid Security.
- 2) The Terms of Reference (Annexes D-1 to D-15), Technical Specifications (Section VII) and Checklist of Bidding Documents (Item 12 of Technical Documents) have been revised. Please see attached revised Annexes D-1 to D-15 and specific sections of the Bidding Documents.
- 3) As provided under Item 9.2 of Appendix 3 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184 – “In case of other forms of bid security, the on-line bidder shall prepare and submit a scanned copy of the bid security together with the electronic bid. However, the original bid security must be submitted to the BAC concerned before the end of business hours **on the day of bid submission**, a failure of which shall automatically render the bid submission as non-compliant”.
- 4) For Liquidated Damages: LANDBANK need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to Supplier. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, LANDBANK may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

By the authority of the GI-BAC:


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

Technical Specifications

Specification	Statement of Compliance
	<p style="text-align: center;">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 style="text-align: center;">Executive Assessment Services for LANDBANK Officer Level Positions</p> <ol style="list-style-type: none"> 1. Scope of works and other requirements per attached Revised Terms of Reference (Annexes D-1 to D-15). 2. The documentary requirements enumerated in Section G. Qualifications/Requirements (Annex D-2) 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>Non-submission of the documents/requirements may result in bidder's post-disqualification.</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 CSS and do acts to represent the Bidder. (sample form - Form No. 7).
3. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
4. Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).

Financial Eligibility Documents

5. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation

o Eligibility Documents – Class “B”

7. Duly signed valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.
8. For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos, Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder, if applicable.

o Technical Documents

10. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
11. Section VI – Schedule of Requirements with signature of bidder's authorized representative.
12. **Revised Section VII – Specifications with response on compliance and signature of bidder's authorized representative.**
13. Duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).

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

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

1. Test Description.
2. Notarized Self-Certification of Assessment Services or equivalent document.
3. Valid proof (i.e. PRC ID) of professional affiliation of the licensed Psychometrician who will conduct the assessment and prepare assessment report.
4. Project proposal.

5. Proof of availability of online facility to administer assessment and interview examinees from different locations.
 6. Business Continuity Plan
 7. Company registration or equivalent document indicating that the supplier has a wide geographical reach preferably in Visayas and Mindanao.
 8. Company registration indicating that the company is in the business of assessment for at least 20 years or equivalent document
 9. List of existing clients with office address, contact person and contact details.
 10. Certificate of Satisfactory Performance from LANDBANK Personnel Administration Department if with existing or previous contract with LANDBANK.
- 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.



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BAGONG PILIPINAS

CLASS D

TERMS OF REFERENCE (For Procurement of Goods and Services)

A. NAME AND DESCRIPTION OF PROJECT

EXECUTIVE ASSESSMENT (EA) SERVICES

B. OBJECTIVE OF THE PROJECT

To continuously administer the Executive Assessment/Profiling as assessment for fitness for applicants and employees proposed for hiring or promotion to officer level positions (PG 10 and up), and for applicants to the Bank's Management & Leadership Development Program (MLDP).

C. SCOPE OF THE PROJECT

Conduct of profiling and assessment that includes behavioral interviews on the areas of mental ability, integrity, risk profile, managerial competencies, emotional intelligence, emotional competence, personality traits (including but not limited to work ethics; social skills; innovation & change; and feelings & emotions).

Service shall cover approximate one thousand two hundred ninety-three (1293) test takers.

D. REPORT OUTPUT

Upon completion of the executive assessment, a comprehensive individual report must be submitted to the Bank's Personnel Administration Department (PAD) via e-mail. Service should include the following:

- a. Comprehensive individual narrative psychological report with level of recommendations;
- b. Outline of strengths and areas for improvements with regards to competencies; and
- c. Individual feedback session based on the examinee's assessment results that is geared to provide awareness and to address identified areas for improvement, if any.

E. DELIVERY OF REPORT

Comprehensive individual narrative report must be provided via e-mail not later than five (5) working days after the completion of the series of tests. The PAD personnel in charge shall confirm receipt of the report/s sent to complete the process of the delivery of report.

F. PROJECT DURATION/CONTRACT PERIOD

Contract shall start upon receipt of Notice to Proceed and shall end two (2) years after or upon full utilization of the contract price whichever comes first.

Revised Annex D-1

Land Bank of the Philippines

LANDBANK Plaza, 1598 M.H. Del Pilar corner Dr. J. Quintos Sts., Malate, Manila, Philippines 1004
T (632) 8522-0000 8551-2200 8450-7001 W www.landbank.com



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LAND BANK OF THE PHILIPPINES

CLASS D

G. QUALIFICATIONS/REQUIREMENTS

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

Qualification Requirement	Documentary or Other Requirements
1. Holds exclusive license from test developers for the following tests that focuses on the success factors of a job applicant in the banking industry setting: <ul style="list-style-type: none"> a. Applicant Risk Profiler – detects an applicant’s attitude about behavior that may pose risk at the workplace. It tells whether an individual is likely to steal from the company, engage in activities without approval, work under the influence of drugs, disobey company rules or engage in aggressive behavior b. Trustworthiness Scale Test - constructed on a banking industry framework c. Leadership Potential d. Management and Leadership Competencies e. Synthesis - Personality and Emotional Intelligence 	Test Description and Notarized Self-Certification of assessment services or equivalent document
2. Must have a licensed psychometrician to conduct the assessment and prepare assessment report.	Valid proof of professional affiliation (i.e. PRC ID)
3. Online capability to administer assessment and interview examinees from different locations.	Project Proposal Proof of availability of online facility Business Continuity Plan (BCP)
4. Has wide geographical reach preferably in Visayas and Mindanao and can accommodate groups of examinees at the same time should an onsite assessment is needed.	Company registration or equivalent document
5. Has been in the business of assessment for at least 20 years with good track record based on reference checks with existing clients	Company registration and list of existing clients or equivalent document.
6. If with existing contract or previous contract with LANDBANK, a certificate of satisfactory performance from Personnel Administration Department must be submitted.	Certificate of Satisfactory Performance

Revised Annex 11-2



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BAGONG PILIPINAS

CLASS D

H. DELIVERY AND CONTACT PERSON

Reports must be emailed to Jocelyn A. Ogerio, Division Chief of Personnel Administration Department-Recruitment Division (PAD-RD), contact nos. 8551-2200 local 2172, through JAOGERIO@landbank.com and/or an online dropbox as may be assigned by the division not later than five (5) working days after the completion of series of tests.

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 supplier is required to maintain a deposit account with LANDBANK Cash Department or any of its Branches.
2. Payment shall be through direct credit to the winning supplier's deposit account with LANDBANK.
3. The service provided shall be paid within sixty (60) calendar days after submission of service billing invoice or claim and list of examinees completed.
4. Payment shall be made on actual cost based on monthly progress billing. Partial payment is allowed for services rendered.

J. OTHERS

1. The service provider is required to meet with the Bank's contact person/s within 10 working days after receipt of Notice of Award and/or Notice to Proceed.
2. Availability for scheduled meetings with Bank 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 tests included in the assessment.
3. The provider must commit to the following in writing:

A. DATA PRIVACY

1. The Supplier shall uphold the rights of the data subjects under the Data Privacy Act of 2012, limited only for the purpose of this Terms of Reference and any information about the data subjects shall be treated in strict confidence and shall be handled with utmost care and cannot be shared to any parties. Moreover, the Supplier shall not engage another service provider for the implementation of the Terms of Reference without prior written permission of LANDBANK. All data and information shared shall remain the property of LANDBANK and shall be returned to LANDBANK immediately upon its request. Finally, any data breach should be reported to LANDBANK within twenty-four (24) hours from the Supplier's discovery, for the former's appropriate action.

Revised Annex D-3

Land Bank of the Philippines

LANDBANK Plaza, 1598 M.H. Del Pilar corner Dr. J. Quintos Sts., Malate, Manila, Philippines 1004

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**BAGONG PILIPINAS
CLASS D**

2. The Supplier shall ensure that any information regarding the business, operations, plans and organization of LANDBANK acquired by it, and its service personnel assigned to render services to LANDBANK or work within LANDBANK premises, shall be kept **CONFIDENTIAL**. The Supplier shall see to it that this confidentiality requirement shall be observed by all its assigned personnel. Additionally, the Supplier warrants that it shall not disclose to any person or entity any information so acquired without the express prior written consent of LANDBANK.
3. The Supplier shall guarantee that the information provided by LANDBANK in relation to the performance of the former's function shall be handled with utmost confidentiality. This should be supported by a separate duly notarized Non-Disclosure Agreement (Annexes A-1 to A-7) mutually agreed upon by both parties and must be submitted to LANDBANK Procurement Department prior to contract implementation.

B. PERFORMANCE EVALUATION

1. The performance of the supplier shall be evaluated on an annual basis or as often as necessary using the parameters set forth in the Supplier Performance Assessment Report (Annexes B-1 to B-3).
2. An adjectival rating of "Needs Improvement" or "Poor" shall be a ground for pre-termination of the contract, subject to sixty (60) calendar days advance notice.

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

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

Revised Annex D-4

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CLASS D

2. LANDBANK need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to Supplier. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, LANDBANK may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

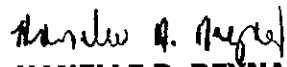
Prepared by:


GERALDINE B. VILLANUEVA, Rpm
Assistant Division Head
Employee Assessment & Promotion Team 1

Reviewed by:


JOCELYN A. OGERIO
Division Head
Employee Assessment & Promotion Team 1

Noted by:


HANELLE R. REYNA, CHRP, MIR
ADM/Officer-in-Charge
Personnel Administration Department

Revised Annex 0-5

Land Bank of the Philippines

NON-DISCLOSURE AGREEMENT

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

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

- and -

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

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

WITNESSETH: THAT

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

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

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

1. DEFINITION OF CONFIDENTIAL INFORMATION

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

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

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

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

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

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

2. EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION

Confidential information does not include information which:

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

3. SCOPE OF USE

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

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

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

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

4. OBLIGATIONS OF THE RECEIVING PARTY

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

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

5. PROPERTY OF THE DISCLOSING PARTY

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

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

5. Safeguards for Confidentiality

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

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

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

Both Parties shall likewise use encryption method.

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

6. Reporting of Data Breach

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

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

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

7. RETURN OF CONFIDENTIAL INFORMATION

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

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

8. REPRESENTATION OR WARRANTY

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

However, this disclaimer shall, in and of itself, not apply to or limit any specific warranties that the Disclosing Party may expressly give in other agreements between the Disclosing Party and the Receiving Party. The Receiving Party agrees that it will form its own conclusions as to the reliability of any confidential information and as to any conclusion to be drawn therefrom, and will not charge the Disclosing Party with liability for any damage resulting from mistakes, inaccuracies or misinformation contained therein. The Receiving Party understands and acknowledges that the Disclosing Party does not undertake any obligation to provide any party with access to any specific or additional information.

9. MISCELLANEOUS

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

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

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

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

_____.

Land Bank of the Philippines

.....
President and CEO	Position/Designation

SIGNED IN THE PRESENCE OF:

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

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S.

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

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

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

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

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

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

PERFORMANCE ASSESSMENT REPORT

Name	Contract
Service Provided	Assessment Period

Notes:
 1. Under the REMARKS column, indicate results, observations and/or justifications as applicable.
 2. General or additional remarks may be indicated in the REMARKS section at the last page, as deemed necessary, to state any issues, exceptions or recommendations.
 3. An adjectival rating of "Needs Improvement" and "Poor" shall warrant further assessment by the Implementing Unit noted by the Group Head concerned. It is 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%)					
15%	Technical Product Support a. Actions/response on any request	Able to meet expectations and provides thorough assessment and evaluation of request 4 - 80% and above of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation. 3 - 60% to 79% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation. 2 - 40% to 59% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation. 1 - Below 40% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation; negative publicity was encountered by the Bank due to service delivery failure.			
10%	b. Provision of service reports (documentation)	Able to provide thorough service reports and recommendations, when necessary, upon completion of actions/resolutions 4 - 80% and above of the time, was able to provide thorough service reports and recommendations 3 - 60% to 79% of the time, was able to provide thorough service reports and recommendations 2 - 40% to 59% of the time, was able to provide thorough service reports and recommendations 1 - Below 40% of the time, was able to provide thorough service reports and recommendations			
2. Timeliness in the Delivery of Services (25%)					
25%	Response time in the delivery of service	Able to comply with the response time as stipulated in the contract service agreement. 4 - 80% and above of the total requests responded during the assessment period were responded within the agreed timeline. 3 - 60% to 79% of the total requests responded during the assessment period were responded within the agreed timeline. 2 - 40% to 59% of the total requests responded during the assessment period were responded within the agreed timeline. 1 - Below 40% of the total requests responded during the assessment period were responded within the agreed timeline; negative publicity was encountered by the Bank due to service delivery failure.			

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

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
3%	c.2. BCP/Contingency Measures/Disaster Recovery	Allowed access to disaster recovery/business continuity contingency plans and procedures 4 - Has a BC to provide contingency measures specific to the Bank 3 - Has a BCP to provide contingency measures in general to its clients 2 - Has a BCP to provide contingency measures but on a limited basis only 1 - Has no BCP to provide contingency measures to its clients			

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