



LANDBANK

SERVING THE NATION



SUPPLEMENTAL/BID BULLETIN NO. 2
For LBP-GIBAC-ITB-GS-20240228-01

PROJECT : Dismantling and Hauling Services at the Former LANDBANK Makati Data Center

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

DATE : May 2, 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 (Annexes D-1 to D-9), Bill of Quantities (Annex D-10), ITB Clause 5.3 of Bid Data Sheet, Technical Specifications (Section VII) and Checklist of Bidding Documents (Item No. 12 of Technical Documents and Item No. 3 of Financial Component) have been revised. Please see attached specific Annexes D-1 to D-10 and specific sections of the bidding documents.
- 3) Pre-termination/Termination of the Contract:
 - 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
 - In addition to the grounds under the said Guidelines for Contract Termination the following are also grounds for pre-termination/termination:
 - Failure by the service provider to perform its obligation thereon;
 - Unsatisfactory Performance by the service provider within the contract duration.
- 4) 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".
- 5) 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.
- 6) Responses to bidder's queries/clarifications per attached Annex F.
- 7) The submission and opening of bids is scheduled on May 9, 2024 at 10:00 A.M. through videoconferencing using Microsoft (MS) Teams application.

By the authority of the GI-BAC:

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

Technical Specifications

Specifications	Statement of Compliance
	<p>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either "Comply" or "Not Comply"</p> <p>Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</p>
<p>Dismantling and Hauling Services at the Former LANDBANK Makati Data Center</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. Scope of Works and other requirements per attached Revised Terms of Reference (TOR) – Annexes D-1 to D-9. 2. The documentary requirements enumerated in Item Number 3 – Annex D-4 of the Revised TOR shall be submitted in support of the compliance of the Bid to the technical specifications and other requirements. 	<p>Please state here either "Comply" or "Not Comply"</p>

Non-submission of the above requirements may result to post-disqualification of the bidder.	
---	--

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Bid Data Sheet

ITB Clause								
5.3	<p>In view of the determination by LANDBANK that the imposition of the provisions of Section 23.4.1 of IRR of RA 9184 will likely result to failure of bidding/monopoly that will defeat the purpose of public bidding, the Bidder should comply with the following requirements:</p> <ul style="list-style-type: none"> a. The Bidder must have completed a contract that is similar to this Project, the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC of this Project. <li style="text-align: center;">or b. The Bidder must have completed at least two (2) contracts similar to this Project, the aggregate amount of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC for this Project, and the largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC for this Project. <p>A contract shall be considered similar to this Project if it involves <u>Dismantling and Hauling Services or any Structured Cabling Project</u>. Moreover, it must have been completed within five (5) years prior to the set deadline for the submission and receipt of bids.</p>							
7	Subcontracting is not allowed.							
12	The price of the Goods shall be quoted DDP specified delivery site/s or the applicable International Commercial Terms (INCOTERMS) for this Project.							
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 70%; text-align: center;">Form of Bid Security</th> <th style="width: 30%; text-align: center;">Minimum Amount of Bid Security</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">P61,960.00</td> </tr> <tr> <td style="padding: 5px;">(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and</td> </tr> <tr> <td style="padding: 5px;">(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td style="text-align: center; vertical-align: middle;">P154,900.00</td> </tr> </tbody> </table>	Form of Bid Security	Minimum Amount of Bid Security	(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;	P61,960.00	(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and	(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	P154,900.00
Form of Bid Security	Minimum Amount of Bid Security							
(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank;	P61,960.00							
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and								
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	P154,900.00							

Technical Specifications

Specifications	Statement of Compliance
<p>Dismantling and Hauling Services at the Former LANDBANK Makati Data Center</p> <p>Notes:</p> <ol style="list-style-type: none">1. Scope of Works and other requirements per attached Revised Terms of Reference (TOR) – Annexes D-1 to D-9.2. The documentary requirements enumerated in Item Number 3 – Annex D-4 of the Revised TOR shall be submitted in support of the compliance of the Bid to the technical specifications and other requirements.	<p>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either “Comply” or “Not Comply”</p> <p>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</p> <p>Please state here either “Comply” or “Not Comply”</p>

Non-submission of the above requirements may result to post-disqualification of the bidder.	
---	--

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 – 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.

- **Other Documents to Support Compliance with Technical Specifications [must be submitted inside the first bid envelope (Eligibility and Technical Component)].**
- 14. Curriculum vitae of at least two (2) onsite senior support personnel who have at least two (2) years of experience and expertise in the Project/Solution.
- **Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:**
 1. Business Tax Returns per Revenue Regulations 3-2005 (BIR No. 2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.
 2. Latest Income Tax Return filed manually or through EFPS.
 3. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
 4. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).
 5. Duly notarized Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form – Form No. 7).

Financial Component (PDF File)

- **The Financial Component shall contain documents sequentially arranged as follows:**
 1. Duly filled out Bid Form signed by the Bidder's authorized representative (sample form - Form No.1).
 2. Duly filled out Schedule of Prices signed by the Bidder's authorized representative (sample form - Form No.2).
 3. **Revised Bill of Quantities (Annex D-10)**

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.

Dismantling and Hauling of PACU's, UPS, Peripherals, Raise Flooring, Glass Partitions and Clean-up of electrical and data cables of former LBP Makati Data Center Terms of Reference.

Instructions on responding to this Terms OF Reference (TOR) Document

- a. The vendor/bidder understands and agrees that the requirements specified in this document are deliverables for the Dismantling and Hauling of PACU's, UPS, Peripherals, Raise Flooring, Glass Partitions and Clean-up electrical and data cables of former LBP Makati Data Center located at 2nd Floor SEC Bldg., Makati Avenue, Makati City.
- b. All deliverables, its specifications and functionalities, must be satisfied including its necessary prerequisites without additional cost to the Bank.
- c. The vendor/bidder must answer at the second column whether the [solution requirement] complies or not—answer must be **YES** or **NO**.
- d. The REMARKS column in the table is to be filled out according to the response in the second column:
 - d.1. If answer to the second column is **YES**: REMARKS column is to be filled out with the complete and specific reference to the supporting document included in the bidding document to support answer/claim.
 - d.2. If the answer to the second column is **NO**: REMARKS column is to be filled out with the justifications why the proposed support and maintenance agreement cannot meet the specified requirement; include the complete and specific reference to the supporting document included in the bidding document to support answer/claim.
- e. The supporting documents, cited references to the TOR should be indexed or labeled accordingly for easy identification and validation.

REQUIREMENT	WILL COMPLY? YES/NO	REMARKS
1.1. CIVIL WORKS: <ul style="list-style-type: none">• Dismantling of Raised Flooring• Dismantling of Floor Ramp		

Revised TOR

ANNEX D1

<ul style="list-style-type: none">• Dismantling of Glass Partition• Dismantling of Glass/Wooden Doors• Dismantling of tables and office furniture• Repairs on ceiling after dismantling of partitions• Hauling and delivery to LBP Antipolo Warehouse		
1.2. Structured Cabling (Copper/Fiber Optics) <ul style="list-style-type: none">• Dismantling of Data Cables• Dismantling of Power from Data Cabinets• Dismantling of Data Cabinets• Dismantling of Cable Trays• Hauling and delivery to LBP Antipolo Warehouse		
1.3. Electrical Works <ul style="list-style-type: none">• Perform Lock-Out-Tag-Out (LOTO) procedures and safety procedures prior to dismantling.• Properly tag all circuits and document all LIVE circuits to be coordinated with Building Admin for Switch Gear disconnection.• Validate all incoming power including ATS and Genset Feed to be on switched off status• Dismantling of Power from Data Cabinets• Dismantling of Electrical Power lines from Data Room on ceiling• Dismantling of Electrical Power lines from Data Room Under Raised Flooring• Dismantling of Panel Boards• Dismantling of 2 UPS including batteries and transformers• Hauling and delivery to LBP Antipolo Warehouse		
1.4. Mechanical Works <ul style="list-style-type: none">• Dismantling of 5 PACU's Unit and condensers• Draining of Pipes• Dismantling of Pipes from Ceiling to Condenser		

<ul style="list-style-type: none"> • Dismantling of Ducting • Dismantling of and Repair of Ceiling • Dismantling of and Repair of Concrete Pedestal • Hauling and delivery to LBP Antipolo Warehouse 			
<p>1.5. Water Leak Monitoring System</p> <ul style="list-style-type: none"> • Dismantling of water leak monitoring system • Hauling and delivery to LBP Antipolo Warehouse 			
<p>[REDACTED SECTION]</p>			
<p>2.1. Solution Support</p>	<p>2.1.a. Provide dedicated Technical Supervisor to manage implementation and delivery of the project in coordination with client or end-user overall Project Manager</p>		
	<p>2.1.b. Provide Technical Experts and Technicians knowledgeable in dismantling and decommissioning of active / passive components inside the Data Center</p>		
	<p>2.1.c. Demobilization after project completion and acceptance</p>		
	<p>2.1.d. Decommission all devices identified for dismantling by LBP</p>		
	<p>2.1.e. Submission of documents (certificate of completion)</p>		
	<p>2.1.f. Cleared Data Center Space of LBP (formerly UCPB Data</p>		

Revised TOR
 REVIEW NO
 ANNEX 03

	Center) at 2nd Floor of SEC Building		
2.2 Onsite Deliverables	2.2.a. Deployment of Level 2 Safety Officer to ensure full compliance on safety of the people and facilities		
	2.2.b. Clearing, cleaning & hauling of construction debris, rubbish & the like		
2.3 Insurance	2.3.a. Construction General Liability Insurance - 100% coverage. Premium to be shouldered by winning Party		
	2.3.b. Contractor's All Risk Insurance (Premium) - 100% coverage. Premium to be shouldered by winning vendor		

3. QUALIFICATIONS AND DOCUMENTARY REQUIREMENTS	WILL COMPLY YES/NO	REMARKS
Support personnel must have at least two (2) years experience and expertise in the Project/Solution	Curriculum vitae of at least two (2) onsite senior support personnel must be provided.	

Revised TOR
ANNEX D


<p>4.1. These additional provisions are regulatory requirements</p>	<p>The Winning Bidder must comply with the requirements in relation to Third Party/Vendor Assessment conducted by the Bank. Must submit [e.g. Latest Financial Statement (FS), Business Continuity Plan (BCP) that are related to the Bank, and List of Updated Technical Support (include name, contact numbers and email address), etc.]</p>		
<p>4.2 Performance Evaluation</p>	<p>4.2.1 The performance of the supplier shall be evaluated on an annual basis or as often as necessary using the parameters set forth in the Performance Assessment Report (Exhibit 1).</p> <p>4.2.2 An adjectival rating of "Needs</p>		

Revised TOR
AUG. 05

ANNEX 05

	<p>Improvement" or "Poor" shall be a ground for pre-termination of the contract, subject to a 30 calendar day notice.</p>		
--	---	--	--

5. DELIVERY AND PAYMENT			
5.1 Delivery of the Project/Solution	<p>Thirty (30 days from the receipt of Notice to Proceed (NTP)</p>		
5.2.Terms of Payment	<p>5.2.1 Payment shall be subject to LBP accounting and auditing rules.</p> <p>5.2.2. Payment shall be through direct credit to the Supplier's deposit account with LANDBANK. Supplier is required to maintain a deposit account with LANDBANK's Cash Department or any of its Branches.</p> <ul style="list-style-type: none"> • 50% of the Total Bid Price, upon delivery of materials • 50% of the Total Bid Price, upon completion of the services 		


JONES J. BALLESTEROS
 Head, DCMD

Revised TOR
 ANNEX 06

PERFORMANCE ASSESSMENT REPORT

Name		Contract Period			
Service Provided		Assessment Period			
<p>Notes:</p> <p>1. Under the REMARKS column, indicate results, observations and/or justifications as applicable.</p> <p>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.</p> <p>3. An adjectival rating of "Needs Improvement" and "Poor" shall warrant further assessment by the Implementing Unit noted by the Group Head concerned. This shall be clearly stated under the REMARKS section with corresponding recommendation subject to escalation to the Management Committee.</p>					
WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
1. Conformity to Technical Requirements (20%)					
10%	Technical Product Support	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.			
	a. Actions/Response on any request				
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 (20%)					
20%	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 were 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.			

Revised TOR
ANNEX D-7

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
3. Behaviour of Personnel (Courteous, Professional and Knowledgeable) (10%)					
10%	Trained and Qualified Staff	<p>Able to provide sufficient knowledgeable and skilled staff required in the maintenance of the assigned activities/services (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 (10%)					
10%	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 work-around assessment 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 work-around assessment 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 work-around assessment 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 work-around assessment or permanent fixes and adequate information where the problem no longer recurred; negative publicity was encountered by the Bank due to service delivery failures.</p>			
5. Compliance with sec office policies for such service (30%)					
25%	a. Business Continuity Plan (BCP)	<p>Able to provide a document/report/certification on the on the availability of contingency measures/BCP for continued delivery of service to the Bank in case of adverse adverse events (to be validated during audit)</p> <p>4 - Provided a document/report/certification on the availability of contingency measures/BCP in case of adverse events.</p> <p>1 - Does not provide document/report/certification on the availability of contingency measures/BCP</p>			
	b. Compliance to Audit Requirement	<p>Allowed access of the Bank's internal and external auditors and BSP auditors to information regarding the the outsourced activities/services and comply with the following requirements:</p>			
25%	c. 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>			

Revised TOR
ANNEX D

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS										
2%	d. Financial Condition	<p>Able to pass at least three (3) of the minimum criteria Based on the latest (not more than 2 years) Audited Financial Statements</p> <table border="1"> <thead> <tr> <th>INDICATOR</th> <th>MINIMUM CRITERIA</th> </tr> </thead> <tbody> <tr> <td>Profitability (Net Income)</td> <td>Must be positive</td> </tr> <tr> <td>Current Ratio (Current Assets over Current Liabilities)</td> <td>"1:1"</td> </tr> <tr> <td>Debt/Equity Ratio (Total Liabilities over Total Equities)</td> <td>"200%"</td> </tr> <tr> <td>Net worth (Total Assets less Total Liabilities)</td> <td>Must be positive</td> </tr> </tbody> </table>	INDICATOR	MINIMUM CRITERIA	Profitability (Net Income)	Must be positive	Current Ratio (Current Assets over Current Liabilities)	"1:1"	Debt/Equity Ratio (Total Liabilities over Total Equities)	"200%"	Net worth (Total Assets less Total Liabilities)	Must be positive			
INDICATOR	MINIMUM CRITERIA														
Profitability (Net Income)	Must be positive														
Current Ratio (Current Assets over Current Liabilities)	"1:1"														
Debt/Equity Ratio (Total Liabilities over Total Equities)	"200%"														
Net worth (Total Assets less Total Liabilities)	Must be positive														
2%	e. Compliance to with the Confidentiality Agreement	<p>Able to comply with the confidentiality agreement with the Bank and always observe proper handling of confidential information.</p> <p>4 - Comply with the confidentiality agreement and always observe proper handling / transmission of confidential information (e.g. encryption of data transmitted)</p> <p>3 - Comply with confidentiality agreement but sometimes fail to observe proper handling / transmission of confidential information</p> <p>2 - Caused potential breach of confidential information</p> <p>1 - Caused breach of confidential information</p>													

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

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
2.5 - 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 TSPSP material problems; 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 Dept: _____ Group Head Concerned: _____

Date Prepared: _____

Revised TOR
ANNEX D-9

PROJECT : Dismantling, Clearing, Removal and Hauling Services at the Former LANDBANK Makati Data Center (former UCPB Head Office Building, now owned by SEC)

SUBJECT : Bill of Quantities Form

Description of Cost	Quantity	Unit	Unit Cost	Total Cost	
Dismantling, hauling, removal and clearing services @ LBP Makati involving the following: <ul style="list-style-type: none"> • Civil works • Structured cabling (copper/fiber optics) • Electrical works • Mechanical works • Water leak system Inclusive of the following: <ul style="list-style-type: none"> • Construction General liability insurance policy for the duration of the project • Constructor all risk insurance policy for the duration of the project • Onsite Support Services. Provide Technical expert, technicians and Supervisor • Deployment of level 2 Safety Officer • Availability of chat, Email Support and other communication services 			P _____	P _____	
				_____	_____
				_____	_____
				_____	_____
				_____	_____
				_____	_____
				_____	_____
				_____	_____
				_____	_____
				_____	_____
				_____	_____
	Total Cost inclusive of VAT:				P _____

Note: The Bidder shall fill in rates and prices for all items of the Bill of Quantities. Bids not addressing or providing all of the required items in the Bill of Quantities shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free.

Submitted by:

Supplier

Printed Name and Signature of Authorized Representative

Date

RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

DATE	April 11, 2024
PROJECT IDENTIFICATION NO.	LBP- GIBAC-ITB-GS-20240228-01
PROJECT NAME	Dismantling and Hauling Services at the Former LANDBANK Makati Data Center
PROPONENT UNIT/TECHNICAL WORKING GROUP	DATA CENTER MANAGEMENT DEPARTMENT

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK'S RESPONSES
1	Single Largest Completed Contract (Bid Datasheet 5.3)	Can we request to relax it to "Dismantling and Hauling Services or any Structured Cabling Project"? As doing structured cabling projects will be relevant enough to facilitate the dismantling due to the personnel experiences in Data Center services and its components.	YES. <i>For amendment in Single Largest Completed Contract (Bid Datasheet 5.3)</i> <i>Dismantling and Hauling Services or any Structured Cabling Project.</i>
2	2.1.g. Current/active Philippine Constructor's Accreditation Board (PCAB) license	Can we request the PCAB License to be omitted as the requirement.	YES. <i>Deleted 2.1.g. PCAB licenses requirement in the Terms of Reference(TOR)</i>

Prepared by:


MARY JANE L. RAMIREZ

Reviewed by:


JONES J. BALLESTEROS

Head, DCMD

ANNEX F