

SUPPLEMENTAL/BID BULLETIN NO. 1

PROJECT : Compensation, Benefits and Organizational Study under Project Identification No. LBP-GIBAC-ITB-GS-20250428-01


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

DATE : May 23, 2025

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

Modification, amendment and/or clarification:

1. The Terms of Reference (Annexes E-1 to E-19), Special Conditions of Contract (SCC Clause 2.2), Technical Specifications (Section VII) and Checklist of Bidding Documents (Item No. 12 of Technical Documents and Item Nos. 19 to 22 of Other Documents to Support Compliance with Technical Specifications) have been revised. Please see attached revised Annexes E-1 to E-19 and specific sections of the bidding documents.
2. Responses to bidder's queries/clarifications per Annexes F-1 to F-11.
3. The Submission and Opening of Bids is rescheduled on June 5, 2025 at 10:00 A.M. through videoconferencing using Microsoft (MS) Teams application.


EMMANUEL G. HIO, JR.
Chairperson, GI-BAC

Special Conditions of Contract

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

- that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

Packaging

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

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

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

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

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

Transportation –

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

	<p>in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Pursuant to Malacañang Executive Order No. 170 (Re: Adoption of Digital Payments for Government Disbursements and Collections) issued on 12 May 2022, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements, all payments for this Contract shall be through direct credit to the supplier's deposit account. Thus, the supplier is required to maintain a local (Philippine) deposit account and is encouraged to open a deposit account with any LANDBANK Branch.</p> <p>The documentary requirements enumerated in Section I Manner of Payment of the Revised Terms of Reference (Annexes E-5 to E-6) shall be submitted.</p>

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

Technical Specifications

Specification	Statement of Compliance
<p>Compensation, Benefits and Organizational Study</p> <p>1. Scope of work and other requirements per attached Revised Terms of Reference (Annexes E-1 to E-19).</p> <p>2. The documentary requirements enumerated in item G Qualifications/ Requirements of the Revised Terms of Reference (Annexes E-3 to E-5) shall be submitted in support of the compliance of the Bid to the Technical Specifications and other requirements.</p> <p>Non-submission of the above mentioned documents/requirements may result in bidder's post-disqualification.</p>	<p>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either "Comply" or "Not Comply"</p> <p>Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</p> <p>Please state here either "Comply" or "Not Comply"</p>

Conforme:

Registered Business Name

Signature over Printed Name of
Authorized Representative

Position Title

Checklist of Bidding Documents for Procurement of Goods and Services

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

Eligibility and Technical Components (PDF File)

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

Legal Eligibility Documents

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

Technical Eligibility Documents

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

Financial Eligibility Documents

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

6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

○ **Eligibility Documents – Class “B”**

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

○ **Technical Documents**

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

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

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

14. Company Profile.

15. List of completed projects involving Human Resource solutions, especially in areas of organizational structure, job evaluation, compensation and/or benefits design, compensation survey, etc., inclusive of at least six (6) projects engaged in the past ten (10) years with corresponding certificates of completion and any proof (e.g. Purchase Order, Official Receipts)
16. List of completed projects with at least one (1) government institution in the Philippines involved in reviewing and designing organizational structures, job evaluation systems and/or compensation and benefits program design in the last seven (7) years with corresponding Certificate of Completion and any proof showing satisfactory performance (such as but not limited to Purchas Order, Official Receipts, certification showing satisfactory performance or equivalent document).
17. List of completed projects with at least three (3) private institutions in the Philippines involved in reviewing and designing organizational structures, job evaluation systems and/or compensation and benefits program design in the last five (5) years with corresponding certificate of completion and any proof showing satisfactory performance (such as but not limited to Purchase Order, Official Receipts, certification showing satisfactory performance or equivalent document).
18. Self-Certification of existing database with proof (e.g. screenshot of actual up-to-date database showing that the data available is within the covered period) that is available for actual viewing, upon request of MIC. The bidder must have access to reliable and up-to date database on salary surveys, benefits, incentives, and other allowances covering the year 2024 or later for the Philippine market and/or global market, including but not limited to financial services sector.
19. **List of completed projects inclusive of at least one (1) project engaged in the last ten (10) years on any of the following:**
 - 19.1 Sovereign wealth funds**
 - 19.2 International Financial Institutions (IFIs)**
 - 19.3 Multilateral Development Banks (MDBs)**

with corresponding certificates of completion and any proof showing satisfactory performance (such as but not limited to, Certification issued by Project Owner showing satisfactory performance, supported by the Purchase Order and/or Official Receipt).
20. **List of competent key personnel with relevant experience to work on the project with the following Project Team composition:**
 - 20.1 **One (1) Project Champion/Manager with at least ten (10) years of experience in implementing Human Resources services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. Project Champion/Manager, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.**

20.2 At least two (2) Lead Officers/s with at least eight (8) years work experience in implementing Human Resource services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. All Lead Officer/s, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.

20.3 At least three (3) Technical Staff with at least five (5) years work experience in implementing Human Resources services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. All Technical Staff, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.

20.4 At least three (3) Analyst with at least two (2) years work experience in implementing Human Resources services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. All Analyst, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.

21. Duly signed Profile or Bio-Data of each personnel in the project team using the Curriculum Vitae template (Annex E-19).

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

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

Financial Component (PDF File)

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

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



TERMS OF REFERENCE

A. NAME AND DESCRIPTION OF PROJECT

COMPENSATION, BENEFITS AND ORGANIZATIONAL STUDY

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

B. OBJECTIVE OF THE PROJECT

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

C. SCOPE OF THE PROJECT

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

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

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

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

D. MILESTONE DELIVERABLES

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

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

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

E. DELIVERY OF FINAL REPORT

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

F. PROJECT DURATION/CONTRACT PERIOD

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

G. QUALIFICATIONS/REQUIREMENTS

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

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

- One (1) Project Champion/Manager with at least ten (10) years of work experience in implementing Human Resources services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. Project Champion/Manager, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.
- At least two (2) Lead Officer/s with at least (8) years work experience in implementing Human Resources services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. All Lead Officer/s, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.
- At least three (3) Technical Staff with at least at least five (5) years work experience in implementing Human Resources services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. All Technical Staff, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.
- At least three (3) Analyst with at least two (2) years work experience in implementing Human Resources services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. All Analysts, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.

***Notes:**

1. Key personnel must be full-time employees of the Service Provider within its organizational structure. The use of consultants or subcontractors for these roles is not permitted.

2. Changes to the initial key personnel assigned and accepted by MIC are strictly prohibited, unless for justifiable reasons and subject to prior written approval by MIC. Justifiable reasons include medical incapacity, unforeseen emergencies, resignation, termination, or any other reason deemed acceptable by MIC. If replacement becomes necessary, the service provider must immediately propose qualified replacement with equal or superior credentials and must be acceptable to MIC.

3. Scope of Organizational Design must be understood to include both functional design and staffing pattern.

4. Scope of organization design:

4.1. Functional Statement and core business activities

4.2. Clear reporting and supervisory lines

4.3. Organizational structure

4.4 Staffing pattern and positions

4.5. Headcount or Number of Manpower

H. DELIVERY AND CONTACT PERSON

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

I. MANNER OF PAYMENT

1. Pursuant to Malacanang Executive Order No. 170 - Adoption of Digital Payments for Government Disbursements and Collections, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements. The winning service provider is required to maintain a local (Philippine) deposit account.
2. Payment shall be through direct credit to the winning service provider's deposit account.
3. The service provided shall be paid within sixty (60) calendar days after submission of service billing invoice following the sign-off sheet between MIC and service provider per milestone under I.4.
4. Payment shall be made based on duly accepted milestone progress billing as follows:

Milestone	Percentage of the Fees Due
Upon acceptance of MIC of complete report/study on Organizational Design	20%
Upon acceptance of MIC of complete report/study on Job Analysis and Job Evaluation of MIC Positions	20%

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

J. OTHERS

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

A. DATA PRIVACY

1. The service provider shall uphold the rights of the data subjects under the Data Privacy Act of 2012 as the Data Processor, limited only for the purpose of this Terms of Reference and any information about the data subjects shall be treated in strict confidence and shall be handled with utmost care and cannot be shared to any parties, except to the service provider's employees' director's officers, and the affiliates and their employees, directors, officers who have the need to know about the information about the data subject for the purpose of the Terms of Reference. Moreover, the service provider shall not engage another service provider (except its affiliates) for the implementation of the Terms of Reference without prior written permission of MIC. All data and information shared shall remain the property of MIC and shall be returned to MIC immediately upon its request. Notwithstanding the foregoing, the service provider may retain archival copies in accordance with its record retention policies and procedures (a) as required by law, regulation or by rules of a stock exchange; (b) with respect to backup media for which selective deletion of files or data is not feasible and (c) in order to enable receiving Party to comply with its professional standards requirements and substantiate its work in the event of a dispute or otherwise. Provided such data and information shall continue

to be subject to this TOR Finally, any data breach should be reported to MIC within seventy-two (72) hours from the service provider's discovery, for the former's appropriate action.

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

B. PERFORMANCE EVALUATION

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

C. PRE-TERMINATION/TERMINATION OF THE CONTRACT

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

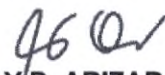
D. LIQUIDATED DAMAGES

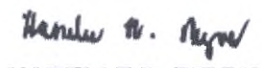
If the service provider (winning bidder) fails to deliver any or all of the goods and/or services within the period/s specified in this contract, the MIC shall, without prejudice to its other remedies under this Contract and under the Applicable Law/s, deduct from the contract price, as liquidated damages,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

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


VICKY CASTIL O. L. TAN
Chairperson
Maharlika Investment Corporation


MA. GLADYS CRUZ-STA. RITA
Member
Maharlika Investment Corporation


MAY D. ARIZABAL
Member
Land Bank of the Philippines


HANELLE R. REYNA
Member
Land Bank of the Philippines

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

-and-

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

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

WITNESSETH: That—

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

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

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

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

1. DEFINITION OF TERMS

In this Agreement:

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

Revised Annex E-19

ANNEX A (TOR)

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

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

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

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

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

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

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

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

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

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

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

2. OBLIGATIONS OF THE RECEIVING PARTY

2.1 The Receiving Party shall:

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

3. DATA PRIVACY

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

4. RETURN OF CONFIDENTIAL INFORMATION AND POLICY ON RETENTION

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

5. OBLIGATION TO ENSURE COMPLIANCE

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

6. NO WARRANTY

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

7. INTELLECTUAL PROPERTY

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

8. OWNERSHIP OF INFORMATION

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

9. TERM AND TERMINATION

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

10. AMENDMENT

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

11. ASSIGNMENT

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

12. SEPARABILITY

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

13. DISPUTE SETTLEMENT

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

14. NO WAIVER

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

15. DAMAGES

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

16. NOTICES AND COMMUNICATIONS

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

MAHARLIKA INVESTMENT CORPORATION

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

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

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

XYZ
Address

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

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

17. ENTIRE AGREEMENT

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

18. SIGNING IN COUNTERPARTS

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

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

**MAHARLIKA INVESTMENT
CORPORATION**

By:

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

NAME OF CORPORATION

By:

[Name of Authorized Representative]
[Designation]

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

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

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

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

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

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

ANNEX A

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

(details on the subsequent page/s)

Revised Annex E-17

VENDOR PERFORMANCE ASSESSMENT AND MONITORING REPORT

Name		Contract	
Service Provider		Assessment Period	

Notes:

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

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

100%

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

TOTAL RATING	
AVERAGE RATING	
ADJECTIVAL RATING	

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

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

Prepared by:

Reviewed by:

Noted by:

Designated Personnel

Head, Implementing Unit

Group Head Concerned

Revised Annex E-1P

Annex B (TOR)

FORMAT OF CURRICULUM VITAE (CV)

Name of Staff: _____

Name of Firm: _____

Position: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Licenses and Professional Certifications: _____

Summary of Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

DATE	May 20, 2025
PROEJECT INDENTIFICATION NO.	LBP-GIBAC-ITB-GS-20250428-01
PROJECT NAME	Compensation, Benefits and Organization Study
PROPONENT UNIT/TECHNICAL WORKING GROUP	Joint LBP and MIC TWG

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK's RESPONSES
Clarifications from SyCip, Gorres, Velayo & Company			
1	Page 68, Technical Documents No. 19, Checklist of Bidding Documents for Procurement of Goods and Services	Do we need to use specific form to cite our credentials for the Multilateral Development Banks (MBDs)	<p>Yes.</p> <p>Bidders may use the same form - Form No. 3 (Statement of all Ongoing Government and Private Contract) for the list of completed projects required under Item G.5 of the Terms of Reference.</p> <p>Bidders are reminded that the list required under Item G.5 of the Terms of Reference must be supported by proof of satisfactory performance such as, but not limited to, Certifications issued by Project Owner showing satisfactory performance, supported by the Purchase Order and/or Official receipt.</p>
2	Page 69, Technical Documents No. 20, Checklist of Bidding Documents for Procurement of Goods and Services	For lead officers, should one person need to have both an Organization Design and Compensation and Benefits experience?	<p>Yes.</p> <p>Item G.6 of the Terms of Reference is revised as follows:</p> <p>One (1) Project Champion/Manager with at least ten (10) years of work experience in implementing Human</p>

			<p>Resources services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. Project Champion/Manager, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.</p> <p>At least two (2) Lead Officer/s with at least (8) years work experience in implementing Human Resources services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. All Lead Officer/s, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.</p> <p>At least three (3) Technical Staff with at least at least five (5) years work experience in implementing Human Resources services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. All Technical Staff, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.</p>
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			<p>At least three (3) Analyst with at least two (2) years work experience in implementing Human Resources services (e.g., includes but not limited to organizational design, processes on recruiting, hiring, onboarding, training, compensating, retaining, and wellness etc.) relevant to the scope of the project. All Analysts, at the minimum, must have experience in both Organizational Design and Compensation and Benefits Study.</p> <p>*Notes:</p> <p>Scope of Organizational Design must be understood to include both functional design and staffing pattern.</p> <p>Scope of organization design:</p> <ol style="list-style-type: none"> 1. Functional Statement and core business activities 2. Clear reporting and supervisory lines 3. Organizational structure 4. Staffing pattern and positions 5. Headcount or Number of Manpower
3	Page 69, Technical Document No. 22	Do we still need to provide Certification of Employment issued by our Company, or Annex E-19	Yes. A Certificate of Employment issued by the participating bidder/employer is required.
<p align="center">Clarifications from Willis Towers Watson, Philippines, Inc.</p>			
5	Form No. 3	For the list of Ongoing and Completed projects (Form No. 3), we will only provide the Company Name and details for private sector clients who consented to the	Per IRR of RA 9184, the prospective bidder should list ALL ongoing and completed projects using Form No. 3

		disclosure of their company names, client names and project details, as we are bound by contractual terms not to disclose confidential information of our clients without their approval	<p>Masking of company and contact details shall be allowed during bid submission but needs to be disclosed by the lowest calculated bidder during the post-qualification proceedings. Securing the necessary clearance from your respective clients shall be done prior to post-qualification proceedings.</p> <p>Submission of all required post-qualification documents, including details/information previously masked in the bid submission, must be submitted within five (5) calendar days upon receipt of Notice of Post-qualification.</p>
6	Form Nos. 3 and 4	For Forms no. 3 and 4, we can provide a Project Contact's name for said project instead of the owner's name, if approved by the client	<p>Per IRR of RA 9184, the prospective bidder should list ALL ongoing and completed projects using Form No. 3</p> <p>Masking of company and contact details shall be allowed during submission but needs to be disclosed by the lowest calculated bidder during the post-qualification proceedings. Securing the necessary clearance from your respective clients shall be done prior to post-qualification proceedings.</p>
7	Form No. 5	<p>Form No. 5 (Computation of NFCC)</p> <p>- We will provide the Total Assets and Total Liabilities as declared in our AFS. For the value of ongoing projects, we can only provide estimates. Given that not all clients may consent to their names and details being disclosed (please see #1), the NFCC may differ from the total amount in the list of ongoing projects.</p>	<p>Relevant to the responses in items 5 and 6 above, bidders are required to disclose all ongoing government and private contracts.</p> <p>Form No. 5 requires the Total Assets and Total Liabilities as declared in the AFS minus the value of all outstanding or uncompleted portions of the projects under ongoing</p>

			contracts including awarded contracts yet to be started.
8	Technical Specifications	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 unamended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate." - as the samples in the bid document are not applicable to our services, we will provide a writeup of ur proposed approach and methodology as supporting documents.	On the technical specifications part of the bid documents, bidders need to indicate "Comply" on the two (2) line items in the Technical Specifications and submit all the required documents provided in the terms of reference and checklist of documentary requirements.
9	Schedule Requirements of	We have noted the maximum delivery period of thirteen (13) months overall. Can we propose a different sequence of phases based on our overall approach? We are thinking of different sequence that is more appropriate given the deliverables and timing required in the Scope of Work. Rest assured, we will ensure that the overall project will be completed within the 13 Months.	No. Bidders must adhere to the provisions of the terms of reference.
10	N/A	We will also propose a payment schedule relative to the proposed sequence.	Bidders must adhere to the provisions of the terms of reference.
11	General Conditions of Contract	<p>In the event that we will be fortunate to be selected to provide to be selected to provide these consulting services, Willis Towers Watson Philippines, Inc. would like to propose for the following clauses to be inserted in the final contract. These are the items that we typically negotiate and discuss with other NGAs and GOCCs we have worked with in the past. We want to make sure that there will be an opportunity for us to discuss the inclusion of the following clauses.</p> <p><u>General Conditions of Contract:</u></p> <p><u>Insert the following to the GCC</u></p> <p><u>"Limitation of Liability</u></p>	As prescribed in the 6 th Edition of the Philippine Bidding Documents, the General Conditions of the Contract could not be altered.

		<p>If the Supplier's services do not conform to the requirements agreed between the Parties the Procuring Entity shall promptly notify the Supplier and the Supplier shall re-perform any non-conforming services at no additional charge or, at the Procuring Entity's option, refund the portion of the fees paid with respect to such services.</p> <p>If re-performance of the services or refund of the applicable fees would not provide an adequate remedy for damages, the aggregate of the Supplier, its affiliate, the Supplier's and its affiliates' employees, directors, officers, agents and subcontractors ("Related Persons") to the Procuring Entity whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses arising from or in any way connected with the Supplier's services shall not exceed in aggregate the greater of (a) US\$250,000 (to be paid in Philippine Peso based on the prevailing exchange rate at the time of the payment) or (b) the total amount of the fees paid to the Supplier for the services provided pursuant to that scope of work during any 12-month period beginning with the commencement of that scope of work, unless otherwise agreed in writing. Nothing in these terms shall exclude or limit the liability of the Supplier or its Related Persons in the case of: (a) death or personal injury resulting from the Supplier or its Related Person's negligence; (b) willful misconduct; (c) fraud; or (d) other liability to the extent that the same may not be excluded or limited as a matter of law. In no event shall the Supplier or any of its Related Persons or affiliates be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss).</p> <p>Where the Supplier is jointly liable to the Procuring Entity with another</p>	
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		<p>party, the Supplier shall to the extent permitted by law only be liable for those losses that correspond directly with the Supplier's share of responsibility for the losses in question.</p> <p>Work Product and Intellectual Property Rights</p> <p>The Procuring Entity shall retain ownership of all original data and materials, and the intellectual property rights in that data, provided to the Supplier by the Procuring Entity or its representatives. The Procuring Entity for internal purposes within its organization. The Supplier shall retain the intellectual property rights in such work product, and the skills, know-how and methodologies used or acquired by the Supplier during the course of providing any services.</p> <p>The Supplier's services, including the work product the Supplier delivers to the Procuring Entity, are provided solely for the intended purpose, and may not referenced or distributed to any other party without the Supplier's prior written consent, except when the Procuring Entity is compelled by competent legal authority to disclose the work product or any part thereof. In such case the Procuring Entity shall notify the Supplier and provide any reasonable assistance that the Supplier may need to seek appropriate protective order against such disclosure. In the event no protective order can be sought, the Procuring Entity shall disclose only the work product or any part thereof to the extent as required by the competent legal authority. The Procuring Entity may distribute the Supplier's work product to the Procuring Entity's affiliates, provided that the Procuring Entity ensures that each such affiliate complies with these terms and the applicable scope of work as if it were a party to them, and the Procuring Entity</p>	
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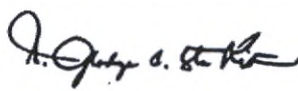
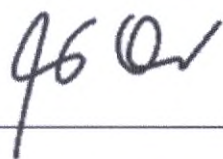
		<p>remain responsible for such compliance.</p> <p>The Procuring Entity shall not refer to the Supplier or include any of the Supplier's work product in any shareholder communication or in any offering materials (or fairness opinion provided by the Procuring Entity's professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.</p> <p>Termination Except as may otherwise be agreed in this Contract, either Party may terminate this Contract on 30 days' notice to the other Party. The Supplier shall be entitled to be paid for the services rendered up to the effective date of any such termination, and for expenses incurred. Any provision of this Contract that would be reasonably intended to apply after termination will do so. "</p> <p><u>Special Conditions of Contract</u></p> <p><u>Insert the following to the end of the Intellectual Property Rights section:</u></p> <p>"The liability of the Supplier to indemnify the Procuring Entity is subject to the Limitation of Liability provision set out in this Contract."</p> <p><u>Make the change to the following sentence as shown in purple below:</u></p> <p>The Supplier shall hold MIC free and harmless from any claims of third parties arising from a negligent or otherwise wrongful act, or omission by the Supplier or its employees or representatives. The Supplier shall ensure that the employees that will be deployed in MICs premises shall faithfully observe and comply with all MIC rules and regulations. The aggregate liability of the Supplier or its employees or representative to indemnify the MIC is subject to the</p>	
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		<p>Limitation of Liability provision set out in this Contract.</p> <p><u>Annexes</u></p> <p><u>Insert the following to the end of the definition "Confidential Information":</u></p> <p>"Confidential Information shall not include the following information: (i) already known to it at the time of disclosure; (ii) in the public domain or publicly available; (iii) available from a third party who is under no such obligation of confidentiality; or (iv) independently developed by the Receiving Party. The Receiving Party may disclose confidential information to its legal advisers to protect its own legitimate interests and to comply with any legal or regulatory requirements. If any court, regulatory authority, professional body or legal process requires the Receiving Party to disclose information covered by this confidentiality obligation, then the Receiving Party may make any such disclosure; provided that the Receiving Party will, if permitted by law, advise the Disclosing Party promptly of any such requirement and cooperate, at the Disclosing Party's expense, in responding to it.</p> <p><u>Insert the following to the end of the Data Privacy section:</u></p> <p>"In the course of providing the Services, the Parties acknowledge that the Disclosing Party may provide the Receiving Party with information about an identifiable individual or information which relates to a natural person and allows that person to be identified ("Personal Data"). It is further acknowledged that the Receiving Party is a global business and that the Receiving Party may transmit Personal Data within its global network of offices to its affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. The Disclosing Party represents that the</p>	
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		<p>research for various purposes, including articles and studies for distribution to the Consultant's other clients and prospects. Any such articles or studies will not disclose the Disclosing Party's participation or mention the inclusion of the Disclosing Party's information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis and not attribute any finding to a specific participant."</p> <p><u>Insert the following to the end of the Entire Agreement section:</u></p> <p>"For the avoidance of doubt, this Agreement shall only apply to the Confidential Information accessed to by the Receiving Party in relation to the Purpose. In the event WTW be awarded a contract for services in for the Purpose, the Parties will enter into a separate definitive service agreement and the confidentiality provision therein shall govern the treatment of Confidential Information exchanged in performance of the services."</p>	
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APPROVED BY:

VICKY CASTILLO L. TAN Chairperson, TWG Maharlika Investment Corporation	
MA. GLADYS CRUZ – STA. RITA Member, TWG Maharlika Investment Corporation	
MAY DAR-ARIZABAL Member, TWG Land Bank of the Philippines	
HANELLE R. REYNA Member, TWG Land Bank of the Philippines	