



PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF CORE BANKING SYSTEM (CBS) VIA 5-YEAR TERM with YEARLY LICENSE and MAINTENANCE SUPPORT and CLOUD INFRASTRUCTURE SUBSCRIPTION SERVICE

Bid Reference No: ITB-ITD-001-03-01-2023/RBI

Government of the Republic of the Philippines

*Total Project Cost for Five (5) Years is One Hundred
Twenty Million Pesos Only (Php120,000,000.00).*

*The Approved Budget for the Contract (ABC) for Year
One is Fifty-Two Million Five Hundred Eighty-Two
Thousand Three Hundred Ninety-Nine Pesos
(Php52,582,399.00)*

Fifth Edition
August 2016

A handwritten signature, likely belonging to the author or publisher, is located in the bottom right corner of the page. The signature is written in a cursive script and appears to begin with the letter 'P'.

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Consulting Services through Competitive Bidding have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), local government units (LGUs), and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the GoP or the World Bank or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184).

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the minimum eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Eligibility Documents of Part I, and Section II. Instructions to Bidders (ITB) and Section IV. General Conditions of Contract (GCC) of Part II. Data and provisions specific to each procurement and contract should be included in Section III. Eligibility Data Sheet (EDS) of Part I, Section III. Bid Data Sheet (BDS), and Section V. Special Conditions of Contract (SCC) of Part II. The forms to be used are provided in the attachments.

Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific Consulting Services to be procured. The following general directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Consulting Services. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) These PBDs are divided into Part I and Part II, which shall be both made available from the time the Request for Expression of Interest is first advertised/posted until the deadline for the submission and receipt of bids.
- (c) Specific details, such as the "name of the Procuring Entity" and "address for proposal submission," should be furnished in the EDS, BDS, and SCC. The final documents should contain neither blank spaces nor options.
- (d) This Preface and the footnotes or notes in italics included in the Request for Expression of Interest, EDS, BDS, SCC, Terms of Reference, and Appendices are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VII. Bidding Forms of Part II since these provide important guidance to Bidders.

- (c) The criteria for evaluation and the various methods of evaluation in the ITB should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required in the BDS. The criteria that are not applicable should be deleted from the BDS.
- (f) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (g) If modifications must be made to bidding procedures, they can be presented in the BDS. Modifications for specific Project or Contract should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS, RDS, or SCC these terms shall be printed in bold type face on Section II. Eligibility Documents, Section I. Instructions to Bidders, and Section III. General Conditions of Contract, respectively.

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*Section I. Request for Expression of
Interest*





REQUEST FOR EXPRESSION OF INTEREST FOR

PROCUREMENT OF CORE BANKING SYSTEM (CBS) VIA 5-YEAR TERM WITH YEARLY LICENSE AND MAINTENANCE SUPPORT AND CLOUD INFRASTRUCTURE SUBSCRIPTION SERVICE

(Bid Reference No.:ITB-ITD-001-03-01-2023 RB/I)

1. The UCPB Savings, Inc. (UCPBS), through the Approved Project Cost, intends to apply the sum of ***One Hundred Twenty Million Pesos Only (Php 120,000,000.00)***, inclusive of all applicable taxes and other charges, including insurance coverage (if applicable) for a 5-year subscription period with details as follows:
 - a. One-time implementation cost + CBS License + Cloud infrastructure subscription on hardware/infrastructure for year 1 amounting to not more than the Approved Budget for the Contract (ABC) of Fifty-two Million Pesos Five Hundred Eighty-two Thousand Three Hundred Ninety-Nine Pesos (Php 52,582,399.00, VAT inclusive).
 - b. CBS License and Support + Cloud Yearly Subscription for succeeding years up to five (5) years.
 - c. The total Approved Project Cost is Php 120,000,000.00, VAT inclusive, covering a 5-year term.

Refer to the table below:

General Requirement	Year 1	Year 2	Year 3	Year 4	Year 5	Total Project Cost (PHP)
Implementation Cost + CBS License + Cloud SaaS + Infrastructure	52,582,399.00					120,000,000.00 (including all applicable taxes)
Maintenance Support + CBS License + Cloud SaaS + Infrastructure		16,854,400.25	16,854,400.25	16,854,400.25	16,854,400.25	

Proposal received in excess of the ABC shall be automatically rejected at the opening of financial proposals.

2. The UCPB Savings, Inc. (UCPBS), now calls for the submission of eligibility documents for the Procurement of Core Banking System (CBS) via 5-Year Term with Yearly License and Maintenance Support and Cloud infrastructure subscription Service. **Eligibility documents and duly accomplished shortlisting criteria** of interested Consultants must be received by the BAC Secretariat on or before **January 12, 2024, 11:00AM** at 2nd Floor, OP Bank Center, Liwasang Bonifacio, Intramuros, Manila City, Philippines. Applications for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion.

3. Interested bidders may obtain further information from UCPB Savings, Inc. (UCPBS), and inspect the Bidding Documents at the address given below during office hours from 8:30AM to 3:00PM.
4. A complete set of Bidding Documents may be bought and acquired by shortlisted Bidders on January 4, 2024 to January 30, 2024, from 8:30AM to 3:00PM, from the address below and upon payment of the applicable bid fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifty Thousand Pesos (Php50,000.00)**.

Instructions to bidders on payment of bid documents:

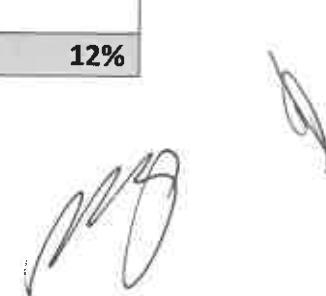
- a. The payment for the bid documents shall be made at the UCPB Savings Kalayaan Branch, 106 Neptune Street, Kalayaan Avenue corner Makati Avenue, Makati City. It shall be received by the Senior Teller or Branch Officer.
- b. The mode of payment shall be strictly limited to Cash or Manager's/ Cashier's Check payable to UCPB Savings (UCPBS). Personal checks shall not be accepted.
- c. The Bidder is required to enclose the cover page of this Invitation to Bid (ITB) in order to properly determine which bid document, the bidder is paying for.
- d. The Bidder shall be issued a validated official receipt (OR), a copy of which should be provided to BAC Secretariat upon submission of the bid documents.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

5. The BAC shall draw up the short list of Consultants from those who have submitted Expression of Interest, including the eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act", and its Implementing Rules and Regulations (IRR). The short list shall consist of Top 3 prospective bidders, from the highest rated bidders, who will be entitled to submit bids provided they meet the minimum qualifications and the passing score of 70%. The criteria and rating system for short listing are: (Also refer to Annex A)

CORE BANKING SYSTEM - SHORT LISTING CRITERIA

Criteria	% Weight
A. Applicable experience and capability of bidder	40%
a. Years of Experience Number of years of relevant experience in successfully implementing the proposed solution via the Cloud/Software-as-a-Service (SaaS)	15%
b. Customer Satisfactory Ratings Fully filled-out Customer Satisfaction Survey with overall rating (1-5 rating where 5 being the highest) such as, but not limited to, timeline of service, customer support, service performance from previous successful engagements of similar project	15%
c. Successful Implementation Total number of successful implementations of the proposed solution	6%
d. Local Implementation With local implementation of the proposed solution with a Philippine bank or financial institution	4%
B. Quality of key personnel to be assigned to the project	50%
a. Project Manager	15%
i. Years of Experience In IT as Project Manager	10%
ii. No. of successful implementation of proposed solution	5%
b. Business Analyst	12%



i. Years of Experience in IT as Business Analyst	8%
ii. No. of successful implementation of proposed solution	4%
C. Technical Team Lead	13%
i. Years of Experience in IT as Technical Team Lead	9%
ii. No. of successful implementation of proposed solution	4%
d. Technical Support Staff	10%
i. Years of Experience in IT as Technical Support Staff	6%
ii. No. of successful implementation of proposed solution	4%
C. Current workload relative to capacity	10%
Current workload relative to capacity (Ratio) shall be computed based on the following: No. of Professional Staff/ No. of Ongoing Projects	10%

Note: Criteria Passing Rate = 70%




6. Selection will be conducted through the modality of procurement for consulting services using non-discretionary "pass/fail" criterion as specified in the IRR of RA 9184.

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

7. The Procuring Entity shall evaluate bids using the **Quality-Cost Based Evaluation/Selection (QCBE/QCBS)** procedure. The technical proposal (i.e., Functional

and Non-Functional, 70%) together with the financial proposal (30%) shall be considered in the ranking of bidders.

The technical proposals shall be evaluated first using the criteria below. The financial proposals of the bidders who meet the minimum technical score (total weighted score of 70% of 100% of the combined Functional and Non-Functional) shall then be opened. Refer to Annexes B and C for the detailed criteria and rating system for the Functional and Non-Functional Evaluation and Annex D for the Financial Evaluation Procedure.

The BAC shall rank the shortlisted bidders in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid (HRB). Ratings shall be subject to the approval of the HoPE through the BAC. After approval by the HoPE of the most qualified and technically sound solution, the BAC shall notify and invite the bidder with the Highest Rated Bid for Negotiation.

Quality-Cost Based Evaluation / Selection

CRITERIA	WEIGHTS
Technical Requirements	70%
Functional Requirements	80%
Deposit	25%
Loans	25%
General Ledger	15%
Client Information	15%
Non-Functional Requirements	20%
	20%
FINANCIAL	30%
The technical proposal together with the financial proposal shall be considered in the evaluation of consultants	
TOTAL PERCENTAGE (%):	100%

The contract shall be completed in Five (5) years upon signing of the contract

8. The **UCPB Savings (UCPBS)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RFA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to.

CHRISTOPHER L. SUNTAY

BAC Secretariat
UCPB Savings, Inc.
2nd Floor, OF Bank Center,
Liwasang Bonifacio, Intramuros,
Manila City, Philippines
Telephone number (+632) 8555-1018 Loc. 1005
E-mail address: bacssecretariat@ucpbsavings.com
Website: www.ucplsavings.com

[Date of Issue]

Mr. Dante A. Cortez
BAC Chairperson
UCPB Savings, Inc.

Section II. Eligibility Documents

A handwritten signature in black ink, appearing to read "P. J. O'Farrell".

1. Eligibility Criteria

1.1. The following persons/entities shall be allowed to participate in the bidding for Consulting Services:

- (a) Duly licensed Filipino citizens' sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; or
- (e) Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

1.2. When the types and fields of Consulting Services involve the practice of professions regulated by law, those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions specified in the EDS.

1.3. If the Request for Expression of Interest allows the participation of foreign Consultants, prospective foreign bidders may be eligible subject to the conditions stated in the EDS.

1.4. Government-owned or -controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached to agencies of the Procuring Entity.

2. Eligibility Requirements

2.1. The following eligibility requirements, together with the Eligibility Documents Submission Form, shall be submitted on or before the date of the eligibility check specified in the Request for Expression of Interest and Clause 5 for purposes of determining the eligibility of prospective bidders:

- (a) Class "A" Documents –

Legal Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 24.1 of the IRR, provided, that the winning Consultant shall register with PhilGEPS in accordance with Section 37.1.4 of the IRR;

Technical Documents

- (ii) Statement of the prospective bidder of all its ongoing and completed 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 in he bid, within the relevant period provided in the EDS. The statement shall include, for each contract, the following:
- (ii.1) the name and location of the contract;
 - (ii.2) date of award of the contract;
 - (ii.3) type and a brief description of consulting services;
 - (ii.4) Consultant's role (whether main Consultant, sub-Consultant, or partner in a JV)
 - (ii.5) amount of contract;
 - (ii.6) contract duration; and
 - (ii.7) certificate of satisfactory completion or equivalent document specified in the EDS issued by the client, in the case of a completed contract;
- (iii) Statement of the Consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their respective curriculum vitae.

Financial Documents

- (iv) The Consultant's audited financial statements, showing, among other things, the Consultant'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.

(b) Class "B" Document

If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 24.1(b) of the IRR of RA 9184.

- 2.2. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered in force for the State.

A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under "Competent Authorities".

The English translation shall govern, for purposes of interpretation of the bid.

- 2.3. Prospective bidders may obtain a full range of expertise by associating with individual Consultant(s) and/or other Consultants or entities through a JV or subcontracting arrangements, as appropriate. However, sub-Consultants may only participate in the bid of one shortlisted Consultant. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with, or subcontracting part of the project to, Filipino Consultants.

3. Format and Signing of Eligibility Documents

- 3.1. Prospective bidders shall submit their eligibility documents through their duly authorized representative on or before the deadline specified in Clause 5.
- 3.2. Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.

- 3.3. The Eligibility Documents Submission Form shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the eligibility documents.
- 3.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.

4. Sealing and Marking of Eligibility Documents

- 4.1. Prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked "ORIGINAL - ELIGIBILITY DOCUMENTS". Each copy thereof shall be similarly sealed duly marking the envelopes as "COPY NO. - ELIGIBILITY DOCUMENTS". These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 4.2. The original and the number of copies of the eligibility documents as indicated in the EDS shall be typed or written in ink and shall be signed by the prospective bidder or its duly authorized representative/s.
- 4.3. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the prospective bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC specified in the EDS;
 - (d) bear the specific identification of this Project indicated in the EDS; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of eligibility documents, in accordance with Clause 5.
- 4.4. Eligibility documents that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

5. Deadline for Submission of Eligibility Documents

Eligibility documents must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the Request for Expression of Interest and the EDS.

6. Late Submission of Eligibility Documents

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 5 shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of submission and opening of

eligibility documents, the Bidder's name, its representative, and the time the eligibility documents were submitted late.

7. Modification and Withdrawal of Eligibility Documents

- 7.1. The prospective bidder may modify its eligibility documents after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline specified in Clause 5. The prospective bidder shall not be allowed to retrieve its original eligibility documents, but shall be allowed to submit another set equally sealed, properly identified, linked to its original bid marked as "ELIGIBILITY MODIFICATION" and stamped "received" by the BAC. Modifications received after the applicable deadline shall not be considered and shall be returned to the prospective bidder unopened.
- 7.2. A prospective bidder may, through a letter of withdrawal, withdraw its eligibility documents after it has been submitted, for a valid and justifiable reason, provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of eligibility documents.
- 7.3. Eligibility documents requested to be withdrawn in accordance with this Clause shall be returned unopened to the prospective bidder concerned. A prospective bidder that withdraws its eligibility documents shall not be permitted to submit another set, directly or indirectly, for the same project. A prospective bidder that acquired the eligibility documents may also express its intention not to participate in the bidding through a letter that should reach and be stamped by the BAC before the deadline for submission and receipt of eligibility documents.

8. Opening and Preliminary Examination of Eligibility Documents

- 8.1. The BAC will open the envelopes containing the eligibility documents in the presence of the prospective bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the EDS. The prospective bidders' representatives who are present shall sign a register evidencing their attendance.

In case the submitted eligibility envelopes cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the said envelopes and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 8.2. Letters of withdrawal shall be read out and recorded during the opening of eligibility documents and the envelope containing the corresponding withdrawn eligibility documents shall be returned unopened to the withdrawing prospective bidder.
- 8.3. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:
 - (a) the name of the prospective bidder;

- (b) whether there is a modification or substitution; and
 - (c) the presence or absence of each document comprising the eligibility documents vis-à-vis a checklist of the required documents.
- 8.4. The eligibility of each prospective bidder shall be determined by examining each bidder's eligibility requirements or statements against a checklist of requirements, using the non-discretionary "pass/fail" criterion, as stated in the Request for Expression of Interest, and shall be determined as either "eligible" or "ineligible." If a prospective bidder submits the specific eligibility document required, he shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular eligibility requirement concerned. If a prospective bidder is rated "passed" for all the eligibility requirements, he shall be considered eligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "eligible." If a prospective bidder is rated "failed" in any of the eligibility requirements, he shall be considered ineligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "ineligible." In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

9. Short Listing of Consultants

- 9.1. Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the EDS shall be considered for short listing.
- 9.2. The BAC shall draw up the short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system to be used specified in the EDS.
- 9.3. Short listed Consultants shall be invited to participate in the bidding for this project through a Notice of Eligibility and Short Listing issued by the BAC.

10. Protest Mechanism

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Eligibility Data Sheet



Eligibility Data Sheet

Eligibility Documents	
1.2	Type/field of Consulting Services that will be performed in relation to the Project and the appropriate GoP regulatory body: Core Banking System (CBS) via 5-Year Term with Yearly License and Maintenance Support and Cloud infrastructure subscription Service by any of the following: Cloud Web Service Providers, CBS Consultants, System Integrators, IT Solution Providers, and the like.
1.3	Proposal for Consulting is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184. Foreign bidders shall be allowed provided that a local partner is present and legally allowed to perform business in behalf of the its Foreign partner.
2.1(a)(ii)	The statement of all ongoing and completed government and private contracts shall include all such contracts within <i>three (3) years</i> prior to the deadline for the submission and receipt of eligibility documents.
2.1(a)(ii.7)	Certificate of satisfactory completion or an equivalent document within the last three (3) years from submission of the Expression of Interest.
4.2	Each prospective bidder shall submit one (1) original and one (1) copy of its eligibility documents.
4.3(c)	Bids and Awards Committee (BAC) of the UCPB Savings, Inc.
4.3(f)	Procurement of Core Banking System (CBS) via 5-Year Term with Yearly License and Maintenance Support and Cloud infrastructure subscription Service
5	<p>The address for submission of eligibility documents is:</p> <p>UCPB Savings, Inc. (UCPBS) BAC Secretariat 7th Floor, Robinsons Cybergate Magnolia, Aurora Blvd corner Dona Hemady Street, New Manila, Quezon City, Philippines. The deadline for submission of bid proposal is on February 14, 2024 (Wednesday) on or before 11:00AM.</p>
8.1	The date and time of opening of bid proposal is on February 14, 2024 (Wednesday), 1:30PM via online (MS Teams link will be send separately to prospective bidders)
9.1	Similar nature of contracts shall refer to projects that involve the implementation, services, and support on Core Banking System (CBS) via the Cloud-based Infrastructure through a Software-as-a-Service subscription.



9.2	The short list shall consist of Top 3 prospective bidders, from the highest rated bidders, provided they meet the minimum qualifications and the minimum total weighted rating of 70% based on the criteria per Annexes A (Criteria for Eligibility and Shortlisting)
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Section I. Notice of Eligibility and Short Listing

(Insert Date), 2024

(Name and Address of Short Listed Consultant)

Dear *(Addressee)*:

1. The UCPB Savings, Inc. (UCPBS), hereinafter called "Procuring Entity" has received financing (hereinafter called "funds") from UCPBS 2024 corporate approved budget (hereinafter called the "Funding Source") toward the cost of ***Core Banking System (CBS)*** via 5-Year Term with Yearly License and Maintenance Support and Cloud infrastructure subscription Service. UCPBS intends to apply a portion of the funds in the amount of Php120,000,000.00 to eligible payment under the contract for the said Procurement which the Bidding Documents is issued.
2. The Procuring Entity now invites bids to provide the following Consulting Services: ***Core Banking System (CBS)*** via 5-Year Term with Yearly License and Maintenance Support and Cloud infrastructure subscription Service More details on the services are provided in the Terms of Reference (TOR) for the project.
3. The Consultant shall be selected and employed in accordance with ***Quality Cost Based Evaluation/Selection (QCBE/QCBS)*** procedures as described in the Bidding Documents.
4. This notice has been addressed to the following short-listed Consultants:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
5. It is not permissible for you to transfer this invitation to any other Consultant.
6. The Bidding Documents may be bought and acquired at UCPB Savings BAC Secretariat, 2nd Floor, OF Bank Center, Liwasang Bonifacio, Intramuros, Manila City, Philippines during weekdays, from 9:00 a.m. to 3:00 p.m. upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php50,000.00
7. The UCPB Savings, Inc. (UCPBS) will hold a Pre-Bid Conference on January 23, 2024/Tuesday at 1:30pm, which shall be open to all short-listed Consultants.¹

Yours sincerely,

¹ May be deleted in case the ABC is less than One Million Pesos (PHP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

*{Insert signature, name, and title of the
Procuring Entity's Representative}*



Bidding Documents



Republic of the Philippines

**Procurement of Core Banking System
(CBS) via 5-Year Term with Yearly License
and Maintenance Support and Cloud
Infrastructure Subscription Service**

Section II. Instructions to Bidders

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A. General

1. Introduction

1.1. The Procuring Entity named in the Bid Data Sheet (BDS) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as "Consultant") from among those short listed, in accordance with the evaluation procedure specified in the BDS.

1.2. The Procuring Entity has received financing (hereinafter called "funds") from the source indicated in the BDS (hereinafter called the "Funding Source") toward the cost of the Project named in the BDS. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.

1.3. Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the BDS. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.4. If the BDS indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity's satisfaction prior to the commencement of the next phase.

1.5. Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in ITB Clause 7.

1.6. The Consultants' costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.

1.7. Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with ITB Clause 3.1.

2. Conflict of Interest

2.1. The Funding Source's policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Consultants shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity. Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:

- (a) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;
- (b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants unless such Consultant includes relevant

information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a Consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or

- (e) If there is a conflict among consulting projects, the Consultant (including its personnel and subConsultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project, similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.

2.2. Consultants shall not be related to the Head of the Procuring Entity (HoPE), members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit, and the project Consultants, by consanguinity or affinity up to the third civil degree. The prohibition shall apply as follows:

- (a) If the Consultant is an individual or sole proprietorship, then to himself;
- (b) If the Consultant is a partnership, then to all its officers and members;
- (c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders;
- (d) If the Consultant is a cooperative, to all its officers, directors, and controlling shareholders or members; or
- (e) If the Consultant is a JV, the provisions of items (a), (b), (c), or (d) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

Relationship of the nature described above or a failure to comply with the provisions of this clause will result in the rejection of the Consultant's bid.

2.3. Subject to the provisions of ITB Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.

2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.

2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.

2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the shortlisted Consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

3.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material in an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 51.

4. Consultant's Responsibilities

4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VII. Bidding Forms as required in ITB Clause 10.2(d).

4.2. The Consultant is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, legal or otherwise, affecting the implementation of the contract;

- (c) Having made an estimate of the facilities available and needed for this Project, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under TTB Clause 8.4;
- (e) Ensuring that it is not "blacklisted" or banned from bidding by the GDF or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 9184.
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending

clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (ii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of compensation, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Consultant concerned.

4.3 It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by the Procuring Entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.

4.5 Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GoP which may affect the contract in any way.

4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.7. Consultants should note that the Procuring Entity will only accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

5. Origin of Associated Goods

Unless otherwise indicated in the BDS, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

6. Subcontracts

6.1. Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.

6.2. SubConsultant must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subConsultant is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.

6.3. The Consultant may identify the subConsultant to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the subConsultant during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. A subConsultant that is identified by the Consultant during contract implementation must comply with the eligibility criteria and documentary requirements and secure approval of the Procuring Entity.

B. Contents of Bidding Documents

7. Pre-Bid Conference

7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.

7.2. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted Consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.

7.3. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

7.4. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

8. Clarifications and Amendments to Bidding Documents

8.1. Shortlisted Consultants may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the

Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

8.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of bids.

8.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

8.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhlGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Consultants who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 20.

C. Preparation of Bids

9. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country, and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

10. Documents Comprising the Bid: Technical Proposal

10.1. While preparing the Technical Proposal, Consultants must give particular attention to the following.

- (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
- (b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the **BDS** shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.

- (c) Proposed professional staff must, at a minimum, have the experience indicated in the BDS, preferably working under conditions similar to those prevailing in the Republic of the Philippines.
- (d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

10.2. The Technical Proposal shall contain the following information/documents:

- (a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).
- (b) Bid security as prescribed in ITB Clause 15. If the bidder opts to submit the bid security in the form of:
 - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.
- (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subConsultant, if any, following the formats described in the Technical Proposal Forms.
 - (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subConsultant on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating Consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with Consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current Consultant or any one of its partners and/or subConsultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity
 - (ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project.

Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.

- (iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPP 4. Description of the Methodology and Work Plan for Performing the Project.
- (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any partner and/or subConsultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPP 5. Team Composition and Task.
- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPP 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. Only one duly notarized CV for each Consultant involved in the Project may be submitted for each position.
- (vi) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
 - (vi.1) is proposed for a domestic position but is not a Filipino citizen;
 - (vi.2) failed to state nationality on the CV; or
 - (vi.3) the CV is not signed in accordance with paragraph (v) above.
- (vii) A Time Schedule (TPP 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of

person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.

- (viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- (d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VII. Bidding Forms.

11. Documents Comprising the Bid: Financial Proposal

11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.

11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs. FPF 3. Breakdown of Price per Activity, FPF 4. Breakdown of Remuneration per Activity. FPF 5. Reimbursables per Activity, and FPF 6. Miscellaneous Expenses, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.

11.3. Remuneration is divided into billing rate estimates for international and domestic Consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic Consultants and costs for other reimbursable expenditure items required to perform the consulting services.

11.4. The list of experts, and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.

11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandatory withholding by local tax authorities of specified percentages of such amounts or otherwise. The BDS details the taxes payable.

11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subConsultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).

11.7. Unless otherwise provided in the BDS, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

12. Alternative Bids

Consultants participating in more than one bid or associating with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity shall be disqualified.

13. Bid Currencies

13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.

13.2. If so allowed in accordance with ITB Clause 13.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

13.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

14. Bid Validity

14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 15 should also be extended corresponding to the extension of the bid validity period at the least. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

15. Bid Security

15.1. The Consultant shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two percent (2%)

<p>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.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>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.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

15.2. The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 15.2.

15.4. Upon signing and execution of the contract pursuant to ITB Clause 31, and the posting of the performance security pursuant to ITB Clause 32, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in ITB Clause 15.2.

15.5. The bid security may be forfeited:

- (a) if a Consultant:
 - (i) withdraws its bid during the period of bid validity specified in ITB Clause 15.2;
 - (ii) does not accept the correction of errors pursuant to ITB Clause 11.7;
 - (iii) has a finding against the veracity of the required documents submitted in accordance with ITB Clause 27.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- (b) if the successful Consultant
 - (i) fails to sign the contract in accordance with ITB Clause 31;
 - (ii) fails to furnish performance security in accordance with ITB Clause 32; or
 - (iii) any other reason stated in the BDS.

16. Format and Signing of Bids

16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. Bidding Forms on or before the deadline specified in the ITB Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.

16.2. Forms as mentioned in ITB Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

16.3. The Consultant shall prepare an original of the first and second envelopes as described in ITB Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section 11 hereof shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.

16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

17. Sealing and Marking of Bids

17.1. Unless otherwise indicated in the BDS, Consultants shall enclose their original technical proposal described in ITB Clause 10, in one sealed envelope marked "ORIGINAL - TECHNICAL PROPOSAL", and the original of their financial proposal in another sealed envelope marked "ORIGINAL - FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "ORIGINAL BID".

17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL PROPOSAL" and "COPY NO. ____ - FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

17.3. The original and the number of copies of the bid as indicated in the BDS shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.

17.4. All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Consultant in capital letters;
- (c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 18.1;
- (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 18.

17.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

D. Submission and Opening of Bids

18. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the BDS.

19. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 18, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid submission and opening, the Consultant's name, its representative and the time the late bid was submitted.

20. Modification and Withdrawal of Bids

20.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified in accordance with ITB Clause 17.4, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.

20.2. A Consultant may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

- 20.3 Bids requested to be withdrawn in accordance with ITB Clause 20.1 shall be returned unopened to the Bidders. A Consultant, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant's bid security, pursuant to ITB Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

E. Evaluation and Comparison of Bids

21. Opening and Preliminary Examination of Bids

- 21.1 Only bids from short listed bidders shall be opened and considered for award of contract. These short-listed bidders, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.
- 21.2 The BAC shall open the bids immediately after the deadline for the submission and receipt of bids in public, as specified in the BDS. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Bulletin to be posted at the PhilGEPS website and the website of the Procuring Entity concerned.
- 21.3 To determine each bidder's compliance with the documents prescribed in ITB Clause 10, the BAC shall open the first envelope (Technical Proposal) and check the submitted documents of each bidder in accordance with ITB Clause 10.2 to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 21.4 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Consultant unopened.
- 21.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened

- 21.6 All technical envelopes shall be resealed. Those rated "passed" shall be secured for the detailed technical bid evaluation, while those rated "failed" will be secured for purposes of possible filing of a request for reconsideration unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately.
- 21.7 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

22. Process to be Confidential

- 22.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of shortlisted Consultants, unless otherwise allowed in the BDS or in the case of ITB Clause 23.
- 22.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Consultant's bid.

23. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Consultant for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Consultant in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

24. Bid Evaluation

- 24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.
- 24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed Consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.
- 24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank

shall be identified as the Highest Rated Bid. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

- 24.4 All participating short-listed Consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the HoPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

25 Evaluation of Technical Proposals

- 25.1 The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the BDS depending on the evaluation procedure identified in the Request for Expression of Interest and ITB Clause 1.1.
- 25.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under ITB Clause 10 and responsiveness to the TOR using the following criteria:
- (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;
 - (b) Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the Consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other Consultants; and
 - (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.
- 25.3 The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the BDS. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (S₀) indicated in the BDS.
- 25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:
- (a) late submission, i.e., after the deadline set in the ITB Clause 18;
 - (b) failure to submit any of the technical requirements provided under this ITB and TOR;

- (c) the Consultant that submitted a Bid or any of its partner and/or subConsultant belongs to one of the conflict-of-interest cases as described in JTB Clauses 2.1(a) to (c) and failed to make a proper statement to that effect in the cover letter; or
- (d) the Technical Proposal included any cost of the services.

26 Opening and Evaluation of Financial Proposals

- 26.1** Financial Proposals shall be opened on the date indicated in the BDS.
- 26.2** The Financial Proposals opened shall be evaluated based on the evaluation procedure indicated in JTB Clause 1.1 using the corresponding procedure provided in the BDS.

27 Negotiations

- 27.1** Negotiations with the Consultant that submitted the Highest Rated Bid shall be held at the address indicated in the BDS. The aim is to reach agreement on all points.
- 27.2** Negotiations shall cover the following:
 - (a) Discussion and clarification of the TOR and Scope of Services;
 - (b) Discussion and finalization of the methodology and work program proposed by the Consultant;
 - (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);
 - (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
 - (e) Unless otherwise indicated in the BDS, discussion on the Financial Proposal submitted by the Consultant; and
 - (f) Provisions of the contract.
- 27.3** Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reasons as may be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were

offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

- 27.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.
- 27.5 The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose Bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

28 Post Qualification

- 28.1 The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and ITB Clauses 10 and 11.
- 28.2 Within a non-extendible period of five (5) calendar days from receipt by the Consultant of the notice from the BAC that it submitted the Highest Rated Bid, the Consultant shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) and other appropriate licenses and permits required by law and stated in the BDS.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to ITB Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary.

and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of thirty (30) calendar days.

- 28.4 If the BAC determines that the Consultant with the Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the HRRB, and recommend to the HoPE the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to ITB Clause 30.3.
- 28.5 A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.
- 28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37 I.3 of the IRR of RA 9184.

29 Reservation Clause

- 29.1 Notwithstanding the eligibility, short listing, or post qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the present eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or
 - (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

E. Award of Contract

30. Contract Award

- 30.1 Subject to ITB Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable;
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Consultant; and/or
 - (iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.
 - (b) Posting of the performance security in accordance with ITB Clause 32;
 - (c) Signing of the contract as provided in ITB Clause 31; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 31.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4 The following documents shall form part of the contract:
 - (1) Contract Agreement;
 - (2) Bidding Documents;
 - (3) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (4) Performance Security;

- (5) Notice of Award of Contract; and
- (6) Other contract documents that may be required by existing laws and/or specified in the BDS.

32. Performance Security

- 32.1 Unless otherwise provided in the BDS, to guarantee the faithful performance by the winning Consultant of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/check issued by a Universal or Commercial Bank;</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(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/or</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five percent (5%)
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly</p>	Thirty percent (30%)

certified by the Insurance Commission as authorized to issue such security.	
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- 12.1 Failure of the successful Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of contract award. However, if no Consultant had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

- 33.1 Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.
- 33.2 The contract effectiveness date shall be the date of contract signing. The Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

34. Protest Mechanism

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184

Section III. Bid Data Sheet

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Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is UCPB Savings, Inc. (UCPBS)</p> <p>The evaluation procedure is</p> <p>Quality Cost Based Evaluation/Selection (QCBE/QCBS)</p>
1.2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through UCPBS 2024 Corporate Budget.</p> <p>The name of the project is Core Banking System (CBS) via <i>5-Year Term with Yearly License and Maintenance Support and Cloud Infrastructure Subscription Service</i>.</p> <p>The approved project cost for 5 years is Php 120,000,000.00, VAT inclusive. The Procuring Entity intends to apply a portion of the funds, being the Approved Budget for the Contract (ABC) for Year One amounting to Php 52,582,399.00, VAT inclusive</p>
1.3	<p>Engagement of the services of a reputable and established system integrator/ solution provider of the following:</p> <ol style="list-style-type: none"> 1. Core Banking System (CBS) via 5-Year Term with Yearly License and Maintenance Support and Cloud Infrastructure Subscription Service
1.4	<p>The Project for Year 1 shall be completed in phases:</p> <ol style="list-style-type: none"> 1. Pre-Implementation Plan 2. Infrastructure design and configuration 3. Migration Proper 4. Post-Implementation / Project Closure <p>Years 2 to 5 shall be maintenance and support to the Project.</p> <p>Note: Also refer to the Terms of Reference.</p>
5	No further instructions.
6.1	Subcontracting is not allowed.

6.2	Not applicable
7.1	The Procuring Entity will hold a pre-bid conference for this Project on January 23, 2024 (<u>Tuesday, 1:30pm</u>) via Microsoft Teams (links will be send to prospective bidders in separate email).
8.1	<p>The Procuring Entity's address is:</p> <p>UCPB Savings, Inc. (UCPBS) c/o BAC Secretariat 2nd Floor, OF Bank Center, Liwasang Bonifacio, Intramuros, Manila City, Philippines Tel. No. (+632) 8555-1018 Local 1005 E-mail address: bacsecretariat@ucpbsavings.com</p> <p><i>Contact Person:</i></p> <p>Mr. Christopher L. Suntay BAC Secretariat Human Resources and General Services Division</p>
10.1(b)	Not applicable
10.1(c)	Please refer to the Terms of Reference, Consultant's Qualifications.
11.5	<p>Taxes: Expanded Withholding Tax (EWT) pursuant to BIR Revenue Regulation No. 30-2003 and Value Added Tax (VAT)</p> <p>All payments shall be VAT-inclusive and subject to 2% expanded withholding tax and 5% Final VAT (if Consultant is VAT-registered with BIR).</p>
11.7	<p>The Approved Project Cost is ONE HUNDRED TWENTY MILLION PESOS ONLY (Pphp120,000,000.00) to cover the 5-year Term with Yearly License and Maintenance Support and Cloud Infrastructure Subscription</p> <p>The Approved Budget for the Contract (ABC) for Year One is Php 52,582,399.00, VAT inclusive.</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid until 120 days from Bid Opening.
15.1	The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts:



	<ol style="list-style-type: none"> 1. The amount of not less than Php2,400,000.00 (2% of ABC), if bid security is in cash, cashier's/check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than Php6,000,000.00(5% of ABC), if bid security is in Surety Bond.
15.2	The bid security shall be valid until 120 calendar days from Bid Opening.
15.5(h)(iii)	No further instructions.
17.1	No further instructions.
17.3	Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid.
18	<p>The address for submission of bids is:</p> <p>UCPB SAVINGS, INC Bids and Awards Committee (BAC) 2nd Floor, OF Bank Center, Liwasang Bonifacio, Intramuros, Manila City, Philippines / 7th Floor Robinsons Cybergate Magnolia, Aurora Boulevard corner Dona Hemady St., New Manila, Quezon City</p> <p>The deadline for submission of bids is February 14, 2024 (Wednesday) on or before 11:00AM.</p>
21.2	<p>The opening of bids is:</p> <p>The date and time for opening of bids is February 14, 2024 (Wednesday) 1:30PM</p>
22.1	No further instructions.
25.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <ol style="list-style-type: none"> a) The technical proposal together with the financial proposal shall be considered in the ranking of Consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 25.2. The financial proposals of the Consultants who meet the minimum technical score shall then be opened. b) The financial and technical proposals shall be given corresponding weights with the financial proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the financial proposal shall add to one hundred percent (100%). The BAC shall rank the Consultants in descending order based on the combined numerical



	<p>ratings of their technical and financial proposals and identify the Highest Rated Bid.</p> <ul style="list-style-type: none"> c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC. d) After approval by the HoPE of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the Consultant with the Highest Rated Bid for negotiation in accordance with ITB Clause 27.
25.3	<p>The numerical weight and the minimum required Technical Score (St) for each criterion are as follows:</p> <p>TECHNICAL PROPOSAL – 70% (or 0.7)</p> <p>The minimum Technical Score (St) required to pass is the minimum total weighted score of 70% (or 0.7)</p> <p>The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in Clause 10.2(b).</p>
26.1	<p>The opening of Financial Proposals shall be on February 14, 2024 (Wednesday) 1:30PM.</p> <p>Financial Proposals <i>shall</i> be opened in public.</p>
26.2	<p>For Quality Cost Based Evaluation (QCBE):</p> <p>After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise specified in ITB Clause 26.1. The notification may be sent by registered letter, facsimile, or electronic mail.</p> <p>The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.</p> <p>The BAC shall determine whether the Financial Proposals are complete, i.e., whether all the documents mentioned in ITB Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity <i>shall</i> reject the proposal.</p> 

The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 13. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of bids.

The lowest Financial Proposal (F₁) shall be given a Financial Score (S_f) of 100 points. The S_f of other Financial Proposals shall be computed based on the formula indicated below:

$$S_f = 100 \times F/F_1$$

Where:

S_f is the financial score of the Financial Proposal under consideration.

F₁ is the lowest Financial Proposal, and

F is the Financial Proposal under consideration.

Using the formula $S = S_t \times T\% + S_f \times F\%$, the Bids shall then be ranked according to their combined S_t and S_f using the weights (S_t is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F - the weight given to the Financial Proposal; T + F = 1) indicated below:

T **0.70**; and

F **0.30**;

provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0.

27.1	<p>The address for negotiations is UCPB SAVINGS, INC. Office of the BAC Secretariat 2nd Floor, OF Bank Center, Liwasang Bonifacio, Intramuros, Manila City, Philippines / 7th Floor Robinsons Cybergate Magnolia, Aurora Boulevard corner Dona Hemady St., New Manila, Quezon City</p>
27.2(c)	No further instructions.
28.2	<ul style="list-style-type: none">a. Mayor's/ Business permitb. Professional License/ Curriculum Vitae (Consulting Services)c. PhilChIPS accreditation Reg. Numberd. Income/ Business Tax Return

	c. BIR Registration of the Vendor, Description of the organization <i>(i.e., individual/partnership, corporation, others);</i> f. Securities and Exchange Commission accreditation
31.4.6	No additional requirement.
32.1	No further instructions.

Section IV. General Conditions of Contract

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I. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
 - (b) "Consultant" refers to the short-listed Consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB
 - (c) "Consulting Services" refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
 - (d) "Contract" means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
 - (e) "Effective Date" means the date on which this Contract comes into full force and effect.
 - (f) "Foreign Currency" means any currency other than the currency of the Philippines.
 - (g) "Funding Source" means the entity indicated in the SCC.
 - (h) "GCC" means these General Conditions of Contract.
 - (i) "Government" means the Government of the Philippines (GoP).
 - (j) "Local Currency" means the Philippine Peso (Php).
 - (k) "Member," in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and "Members" means all these entities.
 - (l) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.
 - (m) "Personnel" means persons hired by the Consultant or by any SubConsultant as employees and assigned to the performance of the Services or any part thereof. "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Philippines; and "Key Personnel" means the Personnel referred to in GCC Clause 39.

- (n) "Procuring Entity" refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCG, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) "SubConsultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of GCC Clause 50.
- (r) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a SubConsultant.

2. Headings

The headings shall not limit, alter or affect the meaning of this Contract.

3. Location

The Services shall be performed at such locations as are specified in Appendix I and, where the location of a particular task is not so specified, at such locations, whether in the Philippines or elsewhere, as the Procuring Entity may approve.

4. Law Governing Contract and Services

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any SubConsultant, as well as the Personnel of the Consultant and any SubConsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

5. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6. Consultants and Affiliates Not to Engage in Certain Activities

- 6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any SubConsultant and any entity affiliated with such SubConsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.
- 6.2 The Consultant shall not engage, and shall cause their Personnel as well as their SubConsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
 - (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
 - (b) after the termination of this Contract, such other activities as may be specified in the SCC.

7. Authority of Member in Charge

In case the Consultant is a JV, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

8. Resident Project Manager

If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country, a resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.

9. Entire Agreement

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10. Modification

Unless otherwise specified in the SCC, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to GCC Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

11. Relationship of Parties

- 11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and SubConsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 11.2 The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

12. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

13. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

14. Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 34 hereof.

15. Notices

- 15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to

whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

- 15.2 Notice shall be deemed to be effective as specified in the SCC.
- 15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to GCC Clause 15.2.

16. **Warranty as to Eligibility**

- 16.1 The Consultant represents, warrants, and confirms that it, as well as its SubConsultant, if any, is eligible, i.e., has the legal personality to act as a Consultant in accordance with Part I, Section II, issued for this project.
- 16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GeP.

17. **Confidentiality**

Except with the prior written consent of the Procuring Entity, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "confidential information" means any information or knowledge acquired by the Consultant and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

18. **Payment**

- 18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by GCC Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.
- 18.2 Subject to the ceilings specified in GCC Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in GCC Clause 53.2; and (ii) reimbursable expenditures as set forth in GCC Clause 53.4. Said remuneration shall not be subject to price adjustment.
- 18.3 All payments under this Contract shall be made to the account of the Consultant specified in the SCC.

19. **Currency of Payment**

Unless otherwise specified in the SCC, all payments shall be made in Philippine Pesos.

20. Liability of the Consultant

Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

21. Insurance to be Taken Out by the Consultant

- 21.1 The Consultant, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.
- 21.2 The Procuring Entity undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

22. Effectivity of Contract

The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the SCC have been met.

23. Commencement of Services

The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in GCC Clause 22.

24. Expiration of Contract

Unless sooner terminated pursuant to GCC Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the SCC.

25. Force Majeure

- 25.1 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Consultant could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Consultant.
- 25.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 25.3 Unless otherwise agreed herein, force majeure shall not include:

- (a) any event which is caused by the negligence or intentional action of a Party or such Party's SubConsultants or agents or employees;
 - (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
 - (c) insufficiency of funds or failure to make any payment required hereunder; or
 - (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.
- 25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.
- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereto.

26. Suspension

- 26.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (e.g. suspension of civil works being supervised by the Consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- shall specify the nature of the failure; and
 - shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
- 26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to GCC Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

27. Termination by the Procuring Entity

- 27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:
- Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
 - As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
 - In whole or in part, at any time for its convenience, the HuPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
 - If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;

- (c) In case it is determined *prima facie* that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents, using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in ITB Clause 3.1(a);
 - (d) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
 - (e) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 herof; or
 - (f) The Consultant fails to perform any other obligation under the Contract.
- 27.2 In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, i.e., four (4) months or less, and thirty (30) days for long term contracts.

28. Termination by the Consultant

The Consultant must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the Procuring Entity with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 34 herof;
- (c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days, or
- (d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Clause 32 herof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

29. Procedures for Termination of Contracts

The following provisions shall govern the procedures for the termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
 - (i) that the contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at any time before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

30. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clauses 27 or 28 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by GCC Clauses 35 or 36 hereof.

31. Payment Upon Termination

Upon termination of this Contract pursuant to GCC Clauses 27 or 28 hereof, the Procuring Entity shall make the following payments to the Consultant:

- (a) remuneration pursuant to GCC Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to GCC Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to GCC Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

32. Disputes about Events of Termination

If either Party disputes whether an event specified in GCC Clause 27.1 or in GCC Clause 28 hereof has occurred, such Party may refer the matter to arbitration pursuant to GCC Clause 34 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

33. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to GCC Clauses 27 or 28 hereof, or upon expiration of this Contract pursuant to GCC Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in GCC Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

34. Dispute Settlement

- 34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall

make every effort to resolve amicably such dispute or difference by mutual consultation.

- 34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the SCC.
- 35. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity**
- 35.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the SCC.
- 35.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 36. Equipment and Materials Furnished by the Procuring Entity**
- Equipment and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure it at the expense of the Procuring Entity in an amount equal to their full replacement value.

37. Services, Facilities and Property of the Procuring Entity

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

- (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Clause 52 hereinafter which should be within the agreed contract ceiling.

38. Consultant's Actions Requiring Procuring Entity's Prior Approval

The Consultant shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
 - (i) the selection of the SubConsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
 - (ii) the Consultant shall remain fully liable for the performance of the Services by the SubConsultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the SCC.

39. Personnel

- 39.1 The Consultant shall employ and provide such qualified and experienced Personnel and SubConsultants as are required to carry out the Services.
- 39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.
- 39.3 The Key Personnel and SubConsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within

twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC Clause 55.6**.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.
- 39.6 Any of the Personnel provided as a replacement under **GCC Clauses 39.5 and 39.7**, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the ground(s) therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

40. Working Hours, Overtime, Leave, etc.

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 40.3 If required to comply with the provisions of **GCC Clause 43.1** hereof, adjustments with respect to the estimated periods of engagement of Key

Personnel set forth in Appendix II may be made by the Consultant by prior written notice to the Procuring Entity, provided that:

- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
- (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

41. Counterpart Personnel

- 41.1 If so, provided in Appendix II hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.
- 41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and/or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to GCC Clause 52 hereto.

42. Performance Security

- 42.1 Unless otherwise specified in the SCC, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the ITB Clause 32.2.
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
 - (b) The Consultant has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

43. Standard of Performance

- 43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.
- 43.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with SubConsultants or third parties.
- 43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time-to-time reasonably request.
- 43.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

44. Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to GCC Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to GCC Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any SubConsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

45. Procurement by the Consultant

If the Consultant, as part of the Services, has the responsibility of advising or procuring goods, works or services, for the Procuring Entity, the Consultant shall comply with any applicable procurement guidelines of the Funding Source, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or advantages obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Procuring Entity.

46. Specifications and Designs

- 46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.
- 46.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

47. Reports

The Consultant shall submit to the Procuring Entity the reports, deliverables and documents in English, in the form, in the numbers, and within the time periods set forth in Appendix II.

48. Assistance by the Procuring Entity on Government Requirements

- 48.1 The Procuring Entity may assist the Consultant, SubConsultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.
- 48.2 The Procuring Entity shall use its best efforts to ensure that the Government shall
 - (a) provide the Consultant, SubConsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, SubConsultants, or Personnel to perform the Services;
 - (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
 - (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
 - (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and

- (e) grant to foreign Consultant, any foreign SubConsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

49. Access to Land

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any SubConsultant or the Personnel of either of them.

50. Subcontract

- 50.1 Subcontracting of any portion of the Consulting Services, if allowed in the BDS, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subConsultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 50.2 SubConsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

51. Accounting, Inspection and Auditing

- 51.1 The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time, changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and/or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
- (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

- 51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to

this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in GCC Clause 27(c) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

- 51.3 The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.

52. Contract Cost

- 52.1 Except as may be otherwise agreed under GCC Clause 16, payments under this Contract shall not exceed the ceiling specified in the SCC. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.
- 52.2 Unless otherwise specified in the SCC, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

53. Remuneration and Reimbursable Expenditures

- 53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.
- 53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the SCC after the date determined in accordance with GCC Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth in the SCC.
- 53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the SCC.
- 53.5 Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the SCC, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an

irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the SCC.

- (h) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of received invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (e) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the SCC.

54. Final Payment

- 54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.
- 54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

55. Lump Sum Contracts

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with ITB Clause 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 55.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.
- 55.6 Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

56. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, 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 Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

Section V. Special Conditions of Contract



Special Conditions of Contract

GCC Clause	
1.1(g)	The Funding Source is: UCPBS 2024 corporate approved budget
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their SubConsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	Not applicable.
8	A resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services
10	No further instructions
12	The Authorized Representatives are as follows: For the Procuring Entity: _____ For the Consultant: _____ <i>NOTE: Name of authorized representative to be filled out by winning Consultant prior to contract signing.</i>
15.1	The addresses are: Procuring Entity: UCPB SAVINGS, INC. (UCPBS) Attention: MR. CHRISTOPHER L. SUNTAY, RAC Secretariat Address: 2nd Floor, OF Bank Center, Liwasang Bonifacio, Intramuros, Manila City, Philippines / 7th Floor Robinsons Cybergate Magnolia, Aurora Boulevard corner Dona Hemady St., New Manila, Quezon City Tel. No.: (+632) 8555-1018 Loc. 1005 Email Address: bacsecretariat@ucpb savings.com Consultants: <i>/insert name of the Consultant/</i>



	<p><i>Attention: insert name of the Consultant's authorized representative!</i></p> <p>Address: _____</p> <p>Faximile: _____</p> <p>Email Address: _____</p> <p><i>NOTE: Contact details to be filled out by winning Consultant prior to contract signing.</i></p>
15.2	<p>Notice shall be deemed to be effective as follows:</p> <ul style="list-style-type: none"> (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of facsimiles, within 8:30am to 3:00pm following confirmed transmission; or (c) in the case of telegrams, within 8:30am to 3:00pm following confirmed transmission.
15.3	No additional provision.
18.3	<p>The winning vendor shall be required to open a UCPB Savings, Inc. Account for the purpose of receiving payment from UCPBS. All payments from UCPBS to the vendor will be processed exclusively through this designated UCPB Savings Account.</p> <p><i>State here Consultant's UCPBS account where payment may be made.</i></p> <p><i>NOTE: Details of account to be filled out by winning Consultant prior to contract signing.</i></p>
19	No further instructions.
20	No additional provision.
22	None.
24	Coverage - Five (5) Years Subscription with Maintenance Support
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	No further instructions.
38.1(d)	The Consultant's actions requiring the Procuring Entity's prior approval are:

	Any actions pertaining to this project shall require the Procuring Entity's prior approval.
39.5	<p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.</p> <p>Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.</p>
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	<p>The total ceiling amount in Philippine Pesos is One Hundred Twenty Million Pesos Only (Php 120,000,000.00) as the approved project cost, inclusive of all applicable taxes.</p> <p>Approved Budget for the Contract (ABC) for Year One is Php 52,582,399.00, inclusive of all applicable taxes.</p>
52.2	No further instructions.
53.2	No additional instructions.
53.4	Reimbursable is not allowed.
53.5(a)	No advance payment is allowed.
53.5(c)	The interest rate is: ZERO
55.6	No further instructions.



Section VI. Terms of Reference

[Terms of Reference normally contain the following sections: (a) Background; (b) Objectives; (c) Scope of the Services; (d) Training (when appropriate); (e) Reports and Time Schedule; and (f) Data, Local Services, Personnel, and Facilities to be provided by the Procuring Entity.]



TERM OF REFERENCE (TOR)

Procurement of Core Banking System (CBS) via 5-Year Term with Yearly License and Maintenance Support and Cloud Infrastructure Subscription Service

I. Background

In 2008, UCPB Savings Bank had acquired an online Core Banking System (CBS) that was used to process the daily banking transactions of the bank which include database for client information, deposit, loan, with interface to general ledger systems and reporting tools and a real time basis. Byte per Byte, Inc. was the system provider, a local Filipino company that handles other thrift and rural banks in the Philippines.

With the emerging technologies, the bank seeks to find a more robust but user-friendly banking solution that will cater the existing and future clients in both the Corporate and Retail banking systems.

II. Objective

UCPB Savings, Inc. (UCPBS) aims to be more competitive and to serve unbanked customers through developing and improving digitization in conjunction with other financial institutions. With the growing threat from new digital banks and shift in business landscape, the bank needs to capitalize on its digital infrastructure in order to attract new clients, retain, and continuously provide excellent services to the customers.

The acquisition of the new Core Banking System will provide the following advantages to the Bank:

- Products and services will be upgraded
- Efficient delivery of user requirements
- Eliminate manual work-around processes
- Faster turn-around time
- Data will be made available on real-time basis;
- Minimize manual generation of reports
- Improve Management Information System (MIS) report generation

In the long run, this becomes more practical and economical that will lead the bank to its goal towards digitization. The Core Banking System will include the Deposit System, General Ledger System, Loan System, and Client Information System modules.

III. Scope of Work

1. Procurement of Core Banking System (CBS) via 5-Year Term with Yearly License and Maintenance Support and Cloud infrastructure subscription Service for UCPB Savings with details as follows:

- a. One-time implementation cost – CBS license + Cloud infrastructure subscription for year 1 amounting to not more than the Approved Budget for the Contract (ABC) of Fifty-two Million Five Hundred Eighty-two Thousand Three Hundred Ninety-Nine Pesos (Pph 52,582,399.00, VAT inclusive).

- b. CBS License and Support + Cloud Yearly Infrastructure Subscription for succeeding years up to five (5) years.

Covered Components to provide the following:

- A complete solution and infrastructure development for Cloud Core Banking System (CBS) of UCPB Savings to cover the 3-tier setup (i.e., Web, App, and Database).
- Complete mirroring solution for both the Production and Backup (DR) environments
- Core Banking System Non-Functional Requirements (refer to Annex B)
- Core Banking System Functional Requirements (refer to Annexes C-1 to C1-4)

1	The Solution - Procurement of Core Banking System (CBS) via 5-Year Term with Yearly License and Maintenance Support and Cloud infrastructure subscription Service			
2	Location/s of Covered Components:			
	1. 2 nd and 3 rd floor, Overseas Filipino (OF) Bank Center Building, 1000 Luwásang Bonifacio, Intramuros, Barangay 656-A, 1000 Manila City, Philippines; 2. 7 th floor, Robinsons Cybergate Magnolia, Aurora Blvd. cor. Dona Hemady Street, New Manila, Quezon City (New office location effective February 16, 2024) 3. Disaster Recovery Site, 2 nd floor, Land Bank of the Phils. Bldg., 725 Aurora Blvd., New Manila, Q.C.			
3	Current Capacity/ String Reference			
	Total Number of Accounts	152,605		
	Deposit			
	Loans			
	Number of units that will connect to the CBS-Cloud	65		
	Branch			
	Branch lite			
	Lending			
	Number of transactions per second (TPS)	2		
	Bandwidth Consumption (Average per Week):			
	Inbound	7 Mbps		
	Outbound	50 Mbps		
	Schedule of Requirements			
Item Number	Description	Qty.	Total	Delivered, Weeks/Months
1 lot	Project kick-off? Preparation/ Setup of the Core Banking System (CBS) via Cloud infrastructure subscription Service (Production, DR and Dev/UAT) via Private Cloud	1	1	Within 1 month upon the receipt of Notice to Proceed (NTP)

		Infrastructure Security Layer Module - (Network and Application)	1	1	Within the CBS Cloud actual implementation stage.
		<p>Trainings:</p> <ul style="list-style-type: none"> - Core Applications (Front End and Backend) - Cloud Systems and Administration - Application and Cloud Security <p>Note: Training to be used is English</p>	20	32	Within the CBS Cloud actual implementation stage.
		<p>Project implementation</p> <ul style="list-style-type: none"> - Planning - Migration/ conversion - Testing/ UAT - Acceptance 			Within 12 months upon receipt of Notice to Proceed (NTP)
		Project completion			Not more than 12 Months upon receipt of Notice to Proceed (NTP)
		Annual Maintenance Service	1	1	Immediately upon the end of the initial implementation period of one (1) year.

3	<p><u>Consultant's Qualifications</u></p> <ol style="list-style-type: none"> 1. Certified true copy of certification issued by the manufacturer-principal that the Consultant is a Tier-1 (Gold or Platinum) partner of the manufacturer-principal. 2. Certified true copy of certification issued by the manufacturer-principal that the Consultant is Authorized to sell, maintain, and support the Solution 3. Notarized attestation by the Consultant that they are able to provide local services and support 4. Have at least three (3) years of relevant experience in successfully implementing the proposed solution
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5. Submit Customer Satisfaction Survey with "satisfactory" ratings from previous successful engagement/s.
6. Have at least one (1) local implementation of the proposed solution with a Philippine bank or financial institution
7. Notarized attestation by Consultant or certificate issued by Principal that it has at least one (1) Manufacturer/Principal-certified Project Manager, two (2) Business Analyst, Technical Team Lead and Technical Support Staff with expertise in the Solution.

Personnel Qualifications

- **Project Manager:** At least one (1) year of experience in IT as Project Manager
 - **Business Analyst:** At least one (1) year of experience as Business Analyst
 - **Technical Team Lead:** At least one (1) year of experience as Technical Team Lead
 - **Technical Support Staff (i.e. Systems Analyst, Programmer):** At least one (1) year of experience as Technical Support Staff (i.e., Systems Analyst, Programmer)
8. Certified true copy of the Company IDs and Original Certificate of employment of Manufacturer/Principal-certified Technical Support Engineers are locally employed by the Consultant
 9. List of Similar Ongoing and Completed Projects similar in scope and at least 50% of the cost of the Project under consideration including names and contact information of the projects' proponents.
 10. Certificate of Satisfactory Performance issued by the UCPBS end-user department for the following:
 - Most recent completed UCPBS project or contract
 - All ongoing UCPBS projects

Item 10 is applicable only for those who have previous engagement with or current Consultant of UCPBS

Note: The Bidder must attach copies of the above documents to its Statement of Compliance to the Non-Functional Specifications as part of the Bidder's Class "A" Eligibility Documents when it submits bid for this project.

4 General Terms and Conditions

1. Payment Terms

- a. The request(s) for payment shall be made to UCPBS in writing, accompanied by an invoice describing, as appropriate, the output/report delivered and/or services performed, and by submission of other required documents and obligations stipulated in this contract.
- b. The terms of payment shall be as follows:

The implementation shall not exceed 20% of the actual Contract Price of the project.

Payment	Deliverable	Detailed Activities	Percentage of Payments
I	Pre-Implementation and Software Delivery	<ul style="list-style-type: none"> - Submission of Project Team Composition - Submission and Approval of the following: <ul style="list-style-type: none"> c. Project Plan/ SOW 	15% of Contract Price

		<ul style="list-style-type: none"> o Implementation Plan o Acceptance Plan 		
2	Actual Implementation	<p>Completion of infrastructure deployment and detailed configuration</p> <ul style="list-style-type: none"> o Production o DR o Devt/UAT 	25% of Contract Price	
3	Migration Proper	Migration and Conversion of data to the new CBS platform	25% of Contract Price	
4	Post Implementation / Project Closure	<ul style="list-style-type: none"> - Submission of the IR (Hardcopy and softcopy) o Solution design o Installation, configuration, backup and restoration o Troubleshooting documents o Training certification on the operation and management of solution o Initial Health check report o Project completion Report 	35% of Contract Price	

- c. All payments shall be VAT-inclusive and subject to 2% expanded withholding tax and 5% Final VAT (if Consultant is VAT-registered with BIR).
- d. Since the payment's shall be subject to the usual government accounting and auditing requirements, the Consultant is expected to be familiar with the Government Accounting and Auditing Manual (GAAM).
- e. Retention Payment.

A retention payment of one (1) percent shall be withheld by UCPBS. It shall be based on the total amount due to the Consultant prior to any deduction and shall be retained from every progress payment.

The total 'retention money' shall be due for release upon approval/ acceptance of the Final Report/Acceptance. The Consultant may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees, or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to UCPBS provided that the Project is on schedule and is satisfactorily undertaken. Otherwise, the one (1) percent retention shall be made. Said irrevocable standby

Letters of credit, bank guarantees and/or surety bonds, to be posted in favor of UCPBS shall be valid for the duration of the contract.

- f. The winning vendor shall be required to open a UCPB Savings, Inc. Account for the purpose of receiving payment from UCPBS. All payments from UCPBS to the vendor will be processed exclusively through this designated UCPB Savings Account.

2. Total Cost of the Solution

The Bidder/Consultant shall indicate the proposed implementation and subscription cost for 5 years using the table shown below:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
CBS SaaS with Maintenance						

The Bidder/ Consultant may also opt to indicate the proposed cost after the 5-year term period.

3. Warranties

Warranty on Parts (as applicable)

The Consultant warrants that the replacement part as specified under Technical Specifications Section 5 (Support Coverage) will be free from defects in material or workmanship for a period of three (3) months from the date the part was installed on the covered component detailed in Technical Specifications Section 3 (Covered Components).

Warranty on Services (as applicable)

The Consultant warrants that the activities included in the Solution will be executed using the degree of skill and care required by customarily accepted good professional and technical practices. If the services provided did not conform to the terms and conditions specified under this TOR, the Consultant shall re-perform such services at no additional cost to the Bank.

4. Liquidated Damages

When the Consultant fails to satisfactorily deliver goods and/or services under this Terms of Reference (TOR) within the specified delivery schedule, inclusive of duly granted time extension, if any, the Consultant shall be liable for damages in an amount equal to one-tenth (1/10) of one percent (1%) of the contract price per day for delivery for every day of delay until such goods are finally delivered and accepted by UCPBS. Such amount shall be deducted from any money due or which may become due to the Consultant.

If UCPBS opts to terminate the contact or cancel the PO, the Consultant shall be liable to pay UCPBS liquidated damages in an amount computed, as follows:

5. In case of misrepresentation, one-tenth (1/10) of one percent (1%) of the contract price per day starting from the date of UCPBS discovery of the misrepresentation until the effective date of termination of the contract or cancellation of the PO, and/or
6. In case of delay in the delivery of the goods and/or services to the satisfaction of UCPBS, one-tenth (1/10) of one percent (1%) of the contract price per day starting from the

Delivery schedule until the effective date of termination of the contract or cancellation of the PO.

In case the selected Consultant is guilty of both misrepresentation and delay, the liquidated damages shall be computed using the formula of either (a) or (b), whichever is higher.

The Consultant shall pay UCPBS the liquidated damages under this Section within five (5) days from the effective date of the termination of the contract or cancellation of the PO without need of demand.

7. No Employer-Employee Relationship

Nothing in this TOR shall be construed as constituting an employer and employee relationship between UCPBS and the selected Consultant, his/her/its employees and/or representatives.

8. Liability for Penalty

- a. In case of failure or delay of the Consultant to perform the Services in accordance with the terms of this Agreement and its annexes, and where such failure or delay is not a result of:
 - b. A delay of UCPBS in meeting its obligations set forth in this Agreement resulting of the Consultant being unable to perform its obligations;
 - c. Force Majeure
 - d. Delays caused by UCPBS' third party contractors and/or Consultants; or
 - e. Proposed solution was rejected by UCPBS without justifiable cause,

Consultant shall be liable to pay UCPBS a penalty equivalent to one tenth of one percent (0.001%) of the Annual Service Fee per every day of delay in its provision of the Services, in accordance with the Support Services components specified in Section 5 hereof.

- f. The incurred penalties shall be deducted by UCPBS in any amount due to the Consultant after the computation of penalty amount is done and without prejudice to other legal means of collection in case deduction or set-off cannot be effected.
- g. The above-mentioned penalties shall be without prejudice to other rights and remedies of UCPBS under existing provisions of law and/or other provisions of this Agreement, including but not limited to the right of UCPBS to cause the termination of this Agreement.

9. Confidentiality

For Section 9 inclusive hereof, the term Consultant shall refer to Consultant and its employees, agents, and representatives deployed/assigned to render its obligations under this Agreement

- a. Consultant shall not disclose, publish or disseminate in any way to any person/entity, other than its employees or officers directly performing the obligations of Consultant under this Agreement, any Confidential Information that it has obtained from UCPBS in connection with the

Services to be performed by Consultant. Consultant shall ensure that its employees and officers deployed to UCPBS shall agree to take reasonable precautions to prevent unauthorized use, disclosure, publication or dissemination of Confidential Information. Consultant agrees to use Confidential Information solely in connection with the subject matter specified herein and shall not use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized UCPBS representative. This obligation of Consultant, together with the succeeding paragraphs of this Section shall continue even after the expiration, termination and/or pre-termination of this Agreement.

- b. Consultant acknowledges and agrees that any and all Confidential Information received by it hereunder shall be and remain the sole and exclusive proprietary property of UCPBS.
- c. Consultant agrees to safeguard and protect all Confidential Information disclosed hereunder, to handle such information with the same degree of care and confidentiality as it affords its own confidential and proprietary information of a similar nature and/or like significance, and not to use said information in any manner whatsoever, directly or indirectly, except as expressly permitted herein, without the prior written consent of UCPBS. As used herein, "Use" shall include, but not be limited to, any direct or indirect employment or application of such information in any research; or any experimental, development, commercial or other enterprises.
- d. Consultant shall advise UCPBS in writing in the event Consultant becomes aware of any unauthorized dissemination, misappropriation, or misuse of Confidential Information by any person and provide assistance to UCPBS to mitigate any damages caused thereby and to limit any further dissemination or misuse of the Confidential Information.
- e. Consultant hereby agrees and undertakes to procure its employees and officers deployed to UCPBS to abide by all UCPBS' rules and regulations in particular and without limitation such rules and regulations relating to confidentiality.
- f. Where any of the Confidential Information is required from time to time to be kept at the offices of Consultant pursuant to its provision of the Services under this Agreement, regardless of whether it is within the scope of the Services or not, Consultant undertakes to ensure that the Confidential Information will be kept under strict security when not in actual use by Consultant in connection with the Services under this Agreement.
- g. All documents and records furnished by UCPBS to Consultant and any other records of Confidential Information in whatever form shall, upon UCPBS' request or on termination or pre-termination of this Agreement, for whatever reason or completion of the Services, be immediately returned to UCPBS, or, if it so instructs, be destroyed. No copy thereof shall be made or retained by

Consultant, including its personnel, employees or agents.

- b. "Confidential Information" shall mean for the purposes of this Agreement:
 - i. Information in relation to UCPBS, including its affairs or business or systems or methods of carrying on business including without limitation information relating to UCPBS' products, services, methods, systems, business plans, costs, sales, marketing methods, strategies or technical operations;
 - j. Information from time to time in the possession or custody of UCPBS belonging to its customers or other users of the Services from time to time provided by UCPBS, including without limitation the names of customers and the nature of their accounts/transactions;
 - k. Information from time to time in the possession or custody of UCPBS belonging to its UCPBS' customers or other Consultants of goods and/or services from time to time provided to UCPBS;
 - l. Information confidential or secret or proprietary to UCPBS or which otherwise gives UCPBS an advantage over its competitors;
 - m. Information otherwise designated as confidential or secret by UCPBS;
 - n. The terms and conditions of this Agreement, the relationship between UCPBS and Consultant, and information acquired, obtained or developed by or revealed to each other in the course of or in connection with the provision of services pursuant to this contract;
 - o. Trade secrets;
 - p. Information imparted in confidence by UCPBS to Consultant; and
 - q. Any other information classifiable in equity as confidential information.
- r. Without limiting the foregoing, "Confidential Information" shall include but not be limited to statistics, data, source codes, object codes, user manuals, programming manuals, modification manuals, flow charts, drawings, software listings, models, drafts and diagrams in all forms of storage or representation including, but not limited to, documents, loose notes, diaries, memoranda, drawings, photographs, electronic storage and computer printouts.
- s. Without limiting the generality of the foregoing, Consultant hereby acknowledges that it is aware of and understands the effect of, and agrees and undertakes to, and to procure all its personnel, employees and agents to observe bank secrecy laws, including but not limited to the provisions of Republic Act No. 1405, Republic Act No. 6426, Republic Act No. 9160 (Anti-

Money Laundering Act particularly on data / file retention), Republic Act No. 8792 (e-Commerce Act), BSP Circular 1033 (Electronic Banking Services), BSP Circular 1048 (Consumer Protection), Republic Act No. 10175 (Cybercrime Prevention), Republic Act No. 8484, Republic Act No. 10173, and Section 55, Republic Act No. 8791 or the General Banking Law of 2000 (collectively, the "Bank Secrecy Laws") in connection with the provision of services pursuant to this contract and further agrees and undertakes that it will not, and covenants that all its personnel, employees and agents will not do anything which will cause UCPBS or any of its customers, employees, officers, affiliates and/or subsidiaries to violate any provision of the Bank Secrecy Laws or otherwise be guilty of an offense hereunder. Consultant undertakes that it shall be solidary liable with UCPBS should the disclosure of Confidential Information by Consultant or by its personnel, employees or agents, result to a violation by UCPBS or any of its customers, employees, officers, affiliates and/or subsidiaries of the Bank Secrecy Laws, without prejudice to UCPBS' indemnification rights against Consultant.

- i. Each party shall not use, and shall keep its personnel, employees and agents from using, the name of the other party or any of its subsidiaries or affiliates in any sales or marketing publication or advertisement, without the prior written consent of such other party;
- ii. Consultant consents, and shall procure the necessary consent of its employees and officers to such personal inspections as may be required by the other party to ensure compliance with this Section;
- iii. Consultant acknowledges that the value of the Confidential Information of UCPBS such that an award of damages or an account of profits may not adequately compensate UCPBS in the event of a breach of this Agreement. Consultant acknowledges that, without in any way compromising UCPBS' right to seek damages or any other form of relief in the event of a breach of this contract, particularly the foregoing section on Confidentiality, UCPBS may seek and obtain an ex-parte interlocutory or final injunction to prohibit or restrain Consultant or its personnel, employees or agents from any such breach or threatened breach of this Agreement. Consultant shall fully and effectively indemnify UCPBS for any and all economic and non-economic losses by reason of Consultant's actual or threatened breach of its obligations under Section 6 inclusive of this Agreement;
- iv. Nothing in this Agreement shall apply to any Confidential Information:
 - i. That is now generally known or readily available to the trade or public or which becomes so known or readily available without the breach by Consultant of its obligations under this Agreement and/or Consultant's fault or negligence;
 - ii. That is possessed by Consultant without restriction as to disclosure or use prior to its disclosure hereunder;

- iii. That is disclosed in any issued patent, publication, or other source from and after the time it becomes generally available to the public;
 - iv. That is required as part of any court order or government regulation;
 - v. That is developed by Consultant independently of any such disclosure by UCPBS, which can be proven by written record.
- x. The provisions of Section 9 inclusive hereof shall survive the termination or expiration of this Agreement.

10. Term and Termination

- a. This Agreement shall take effect upon contract signing ("Effective Date"), and shall continue to be effective up to five (5) years after the Effective Date or until the contract ends (the "Term") unless earlier terminated in accordance with the following provisions, or by mutual agreement in writing of the Parties. This Agreement may be terminated by either party on written notice to the other party if any of the following events occur:
 - a. The other party shall fail to maintain its operating or other relevant license/permit, shall wind up, go into liquidation, or shall for any other reason cease or threaten to cease to carry on its business, or shall be subject of a significant change in its management, ownership or control;
 - b. A decree or order by a court or government agency or authority shall be entered for the appointment of a conservator, receiver or liquidator for the other party in an insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceeding, or if the other party shall have petitioned, or consented to any petition, for such appointment;
 - c. The other party shall commit a breach of any term, condition, warranty and/or representation stated in this Agreement, and in case of a remediable breach, shall have failed to remedy such breach within thirty (30) days of having received a notice from the other party to do so;
 - d. A condition of force majeure extends beyond thirty (30) days and substantially prevents the performance by either party of its obligations under this Agreement;
 - e. Any reason or any other cause analogous to any of the above.

- b. This Agreement may also be terminated by UCPBS:
- On any of the following grounds, subject to five (5) days' advance notice to Consultant:
 - Misrepresentation by Consultant of any matter which UCPBS deems material
 - Failure by Consultant to deliver the goods and services to the satisfaction of UCPBS on the Delivery Schedule
 - For any reason or cause whatsoever by giving a written notice to Consultant at least thirty (30) days prior to the intended date of termination.
- c. In any termination of this Agreement.
- d. Consultant shall reimburse/refund UCPBS the portion of the unused but paid Annual Service Fees and pay any accrued penalties to UCPBS.
- e. Any accrued and unpaid obligations of the Parties under this Agreement as of the termination date, shall survive the termination of this Agreement. Provisions relating to confidentiality obligation, indemnification clauses, and other provisions which by express terms shall survive termination, shall survive the termination of this Agreement.
- f. Each of the parties shall immediately return all Confidential, and Proprietary Information (including any intellectual properties) received by the other by virtue of this Agreement and any of its relevant documentations upon effective date of termination without need of demand. UCPBS reserves the right to either demand the return of said information, or request the same to be destroyed. Further, UCPBS may conduct an audit on Consultant's premises and/or systems to ensure compliance with this section.
- g. In addition to Section 8.3 above, in case the reason for termination of this Agreement is Consultant's unremedied breach of its obligations, representations and warranties under this Agreement, UCPBS shall be entitled to an immediate refund of all payments made by UCPBS to Consultant under this Agreement (and other related agreements) as of termination date. UCPBS may, at its option, apply or set-off any refund due against any outstanding invoice/billing of Consultant to UCPBS.
- h. The provisions of Sections 8.4 and 8.5 hereof are without prejudice to any penalty or consequences of default as laid down in this Agreement and/or the attachments / annexes thereto.
- i. The provisions of Section 8 inclusive hereof shall survive the expiration or termination of this Agreement.

II. Data Ownership

UCPBS shall have exclusive rights and ownership over all its data generated and stored on Cloud pursuant to this Agreement and any of its relevant documentation. Its portability and readiness to turn-over the data to the bank shall likewise be available upon contract expiry, termination, or when deemed required by the bank, being the data owner.

12. Provisions Mandated by the Bangko Sentral ng Pilipinas

a. Right to Audit:

During the term of this Agreement, Consultant shall allow UCPBS, its agents, its internal and external auditors, or its governmental regulatory agencies (i.e. Bangko Sentral Ng Pilipinas) whose supervisory authority over UCPBS, Consultant fully acknowledges, as well as the internal and external auditors of UCPBS (collectively referred to as "Auditors") to examine and audit Consultant's financial, and operational records and files as well as Consultant's controls relating only to this Agreement and the services hereunder and make and take copies thereof, as may be warranted under the circumstances. Consultant shall cooperate in providing such information as they may reasonably require and shall take the necessary corrective measures to satisfy their findings and recommendations.

Consultant agrees that the Auditors are duly authorized and shall have the right (i) to initiate audit spot checks on UCPBS premises utilized by Consultant, Consultant premises, and the latter's systems or equipment for information security compliance; (ii) to monitor compliance with applicable policies and Performance Standards as stated in Section 10 inclusive herenf, such as but not limited to the privacy policy, information security standards, confidentiality; and (iii) to obtain copies of independent audit and financial reviews.

Consultant agrees to immediately perform modifications and/or corrective measures regarding its performance of the Services under this Agreement to comply with the recommendation of the Auditors.

b. COB Plan:

Consultant shall ensure and hereby warrants that it has a Continuity of Business Plan ("COB Plan") evidencing how Consultant shall, under exceptional circumstances, be in a position to perform its obligations under this Agreement, including continuity of service and disaster recovery plans that minimize the probability and impact of interruptions to Consultant's business and an exit plan to be implemented upon termination of this Agreement that provides, among others, the integration thereof with UCPBS' own COB Plan for this particular Service being performed by Consultant, and/or for transition assistance should UCPBS convert to another Consultant or other arrangements.

Consultant undertakes to test its COB Plan at least annually and promptly notify UCPBS of any resulting modifications.

c. Data Segregation:

Consultant shall segregate and maintain a system of segregating UCPBS' data from those of the Consultant and its other clients.

d. Transition Assistance:

Upon termination of this Agreement, at the request of UCPBS, Consultant shall provide the necessary transition assistance in the winding up of the Services being provided, and turnover of such Services to UCPBS or other Consultant including, but not limited to, the return and/or destruction, at UCPBS' option, of any and all Confidential Information of UCPBS disclosed to Consultant as a result of or in relation to the provision of services under this Agreement. UCPBS reserves the right to send its duly authorized representatives to the office/s of Consultant to do the necessary steps to ensure that all such information have been returned/ destroyed and that no copy thereof is retained by Consultant.

e. Extended use of the license, system, or solution

The bank shall be automatically provided the rights to use the license, system, or solution that has an active support or maintenance agreement with the Consultant for twelve (12) or twenty-four (24) months, as agreed upon, between the bank and the Consultant in the event that the latter ceases to operate, provide support, terminate the service, or stops its company's operation due to insolvency, change of owner, or other factors affecting the support services and operation of the Consultant.

f. Mandatory Notification of System Changes:

Consultant shall give prior written notice to UCPBS of any upgrades, enhancements, and other changes in its systems which Consultant and/or its licensor/Consultant may introduce from time to time that will have any effect or impact on the performance of the Services.

g. Liability for Acts of own Personnel:

Consultant shall be exclusively responsible for all acts and omissions of its personnel, employees and other persons hired by it, including for errors, negligence, fraud, and/or willful misconduct committed by them, and for satisfying any claims for personal injury, wages and other employee benefits of all persons hired by it, and any other claim for damages, including death of such persons, or of third parties caused by such persons hired by it, whether or not such injury or death is suffered or caused by such persons hired by it because of, or in course of, or in any way in connection with, the performance of their duties.

h. Fidelity and Fire Insurance

Consultant warrants that it has the necessary insurances (i.e., fidelity and fire insurance) to cover for force majeure events, and/ or litigation or other risks,

which may disrupt its operations, or affect the performance of its obligations under this Agreement.

i. Security Procedures and Standards

Aside from complying with UCPBS' security procedures, Consultant also warrants that it has the necessary internal security procedures and standards in place that is consistent with applicable industry practice in relation to the services tendered under this Agreement, whether on-site or off-site, which includes, but not limited to, on-line communication availability, transmission line security, and transaction authentication. Upon request in writing of relevant authorities in the Territory or by UCPBS, Consultant shall allow the review of the details of their Security Procedures and Standards for the compliance of this Section.

j. Compliance with Laws

In addition to Section 3.1(f) above, Consultant agrees to hold harmless and indemnify UCPBS against any loss or damage, to include reasonable attorney's fees that may be sustained by reason of the failure of Consultant to comply with relevant laws, ordinances, regulations and codes governing its performance of its obligations under this Agreement.

k. Mandated Termination

In the event that relevant banking authorities have found the Agreement or any of its relevant documentation to be non-compliant with relevant banking regulations and Consultant refused to amend or rectify the Agreement or any of its schedules or documentation, as the case may be, UCPBS shall be entitled to terminate the Agreement or any of its relevant documentation, as the case may be, immediately in writing pursuant to the directives of the banking regulators arising from the non-compliance.

l. Change of Ownership

Consultant shall immediately inform UCPBS of any change of ownership, assignment, attachment of assets, insolvency, or receivership of Consultant. UCPBS reserves the right to terminate the Agreement and any of its documentations or schedules without UCPBS incurring liability as a consequence thereof, by virtue of any such occurrence.

m. Ownership/ Maintenance of Computer Software

UCPBS shall retain exclusive rights and ownership over any computer hardware and software provided by the Consultant (if any) pursuant to this Agreement and any of its relevant documentation.

n. Limited Access

Notwithstanding any provision under this Agreement to the contrary, Consultant shall have limited and conditional access to UCPBS information and systems only to the extent that it is reasonably required in order for the Consultant to perform its function, provided that Consultant complies with UCPBS' security procedures and appropriate access controls. UCPBS reserves the right to review such access requirements of the Consultant from time to time to ensure compliance with this section.

Further, in the event, that Consultant fails to comply with such access controls, UCPBS shall have the right to automatically suspend such access until such is complied with. This is without prejudice to any other claims that UCPBS may have arisen from such suspension of access controls, as provided under this Agreement.

o. Reporting of Security Breaches

Consultant shall report any and all actual or potential security breaches or vulnerabilities, including violations of any cybercrime law or other related laws that may come to its knowledge in the performance of its obligations under this Agreement, whether its directly or indirectly connected to the Services being performed; or whether it be security concerns in respect of Consultant's, UCPBS', or other third-party systems. In case, it is relevant to the Services being rendered by Consultant, Consultant shall provide for recommendations in order to avoid or remedy such actual or potential security breaches or vulnerabilities.

p. Permitted Sub-contracting

In addition to Section 11.1 above, Consultant shall not sub-contract nor assign any work or service under this Agreement without the prior written consent of UCPBS; Provided, that in case of permitted sub-contracting; (a) in no case shall the fees and other costs to UCPBS increase by reason of such subcontract, it being agreed and understood that any and all costs arising out of or in connection with such subcontract shall be for the sole account of Consultant; (b) Consultant shall remain to be fully responsible for all acts and omission of the sub-contractor as well as for those parts of the services outsourced to sub-contractor; (c) sub-contractor will need to comply with all of the provisions under this Agreement, as applicable to Consultant, and the latter shall ensure that all such provisions are complied with at all times; (d) Consultant shall promptly notify UCPBS and obtain UCPBS' prior written consent in case Consultant desires to change the sub-contractor. Furthermore, Consultant is absolutely prohibited from sub-contracting any of its core services being offered to UCPBS under this Agreement, or any of its relevant documentations.

q. Monitoring of Financial Condition

UCPBS shall have the right to monitor and review the financial condition of the Consultant in such frequency as UCPBS may reasonably determine. Consultant shall submit to UCPBS a copy of its most recent audited financial statement and other related documents as may be required by UCPBS, upon UCPBS' demand.

5	<p><u>Support Services Component</u></p> <p>This Section describes the details of the Support Services Components.</p> <p>A. Service Definition</p> <p>The IT services to be rendered by Consultant to UCPBS shall be Technical Support Services defined as:</p> <ul style="list-style-type: none"> - Any task or activity done by Consultant through electronic mail, telephone, messaging platforms (e.g. viber, Whatsapp) or on-site presence, for the purpose of providing technical support or assistance to UCPBS to troubleshoot, configure, update, secure, check the performance of the Solution and ensure that all features are running and enabled. - Technical support and/or assistance shall include that provision of analysis and recommendations, and the performance or fulfillment of the recommendation's. <p>B. Support Levels</p> <p>Technical Support to be directly provided by the Consultant:</p> <ul style="list-style-type: none"> - Level 1 Technical Support – First-line support involving the tasks of problem identification, understanding UCPBS expectations, initial problem diagnosis, and basic technical troubleshooting based on Consultant's knowledgebase of known problems and resolutions. - Level 2 Technical Support – Advanced support involving the tasks of complex problem identification, in-depth problem diagnosis, and advanced technical troubleshooting. In some cases, if necessary, reproduction of the problem by Consultant, in coordination with UCPBS, is necessary to arrive at a solution. <p>Consultant to facilitate resolution of support requests requiring 3rd party Consultant(s), including the Manufacturers-Principals, who developed and who have intellectual property rights over the Solution for the following:</p> <ul style="list-style-type: none"> - Level 3 Technical Support – Support of this nature will require the involvement of the 3rd party Consultant to conduct research and development to a new and/or unknown issue. Such issues shall require solutions such as a bug fix, error correction, custom engineering, or interim patch or fix for the Solution to operate as required by UCPBS, which only 3rd party Consultant can provide. - Level 4 Technical Support – Support of this nature will involve the 3rd party Consultant's integration of the resolution to the Solution as an official patch, feature or capability. <p>Regardless of Support Level, UCPBS concerns, incidents, and queries may be referred to by the Consultant the 3rd party Consultant from whom the supported Solution originated without any additional cost to UCPBS.</p> <p>C. Severity Levels</p> <p>To facilitate the rendering of Technical Support Services, UCPBS shall classify service calls according to the Severity Levels below:</p>

Level	Severity Description	Response Time
1	<p>Failure which causes a major impact to UCPBS business. Covered Solution or System is not operational. Some examples of Severity 1 calls include:</p> <ol style="list-style-type: none"> 1. System hang (unable to save work in progress); 2. System functionality failure causes data losses or system unusable; 3. Functionality failure renders system ineffective; 4. System down 	30 mins.
2	<p>Failure causing severe degradation to UCPBS business. Covered Solution or System is not operating with full capability but is still operational. Some examples of Severity 2 calls include:</p> <ol style="list-style-type: none"> 1. Impaired or broken functionality with significant impact to applications; 2. Frequent application failure, but no data loss; 3. Serious but predictable management system failure; 4. Significant system performance degradation 	1 hr.
3	<p>Degradation of machine performance causing inconvenience to the business. Covered Solution or System is up and running with limited or no significant impacts. Some examples of Severity 3 calls include:</p> <ol style="list-style-type: none"> 1. Bugs which cause limited or no direct impact to performance and functionality. 2. Request to replace a bug work-around; 3. Limited impact defective functionality; 4. System performance support questions and issues. 	2 hrs.
4	<p>A minor event causing little or no impact to UCPBS business. Some examples of Severity 4 calls include:</p> <ol style="list-style-type: none"> 1. Scheduled activities agreed with UCPBS; 2. Methods of Procedures (MOP). 	1 day
5	<p>The call is undergoing monitoring, but no further action is required. Some examples of Severity 5 calls include:</p> <ol style="list-style-type: none"> 1. Requests for status updates on action taken/plans; 2. Monitoring Reports/ Feedback on action steps taken 	2 days
	<p>Response Time</p> <p>Response time is defined as the time from when a service call is first placed with the Consultant by UCPBS until the Consultant responds to the support request. The response may come in the form of electronic mail, telephone, or messaging platforms.</p>	

IV. Selection Criteria

a. Eligibility and Shortlisting Criteria

The BAC shall draw up the short list of Third-Party Consultant from those who have submitted Expression of Interest, including the eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act 9184, otherwise known as the "Government Procurement Reform Act", and its Implementing

Rules and Regulations (IRR). The short list shall consist of Top 3 prospective bidders, from the highest rated bidders, provided they meet the minimum qualifications and the minimum total weighted rating of 70%. Refer to Annex A for the detailed criteria and rating system of eligibility and shortlisting.

b Technical Evaluation Criteria and Financial Evaluation Procedure

UCPBS shall evaluate bids using the Quality-Cost Based Evaluation/ Selection (QCBE/QCBS) procedure. The technical proposal (Non-Functional and Functional, 70%) together with the financial proposal (30%) shall be considered in the ranking of bidders.

The technical proposals shall be evaluated first using the criteria below. The financial proposals of the bidders who meet the minimum technical score [total weighted score of 70%] shall then be opened. Refer to Annexes B and C for the detailed criteria and rating system for the Technical Evaluation and Annex D for the Financial Evaluation Procedure.

The BAC shall rank the bidders in descending order based on the combined numerical ratings of their technical & functional, based on mandatory, recommended, and nice to have, and financial proposals and identify the Highest Rated Bid. Rating shall be subject to the approval of the HoPE through BAC. After approval by the HoPE of the Highest Rated Bid, the BAC shall notify and invite the bidder with the Highest Rated Bid for negotiation.

Percentage of Scoring:

Requirements	Percentage
Functional and Non-Functional	70%
Financial (Cost)	30%
Overall Percentage	100%

Percentage of Scoring per Module:

Requirements	Percentage
Functional	80%
Deposits	25%
Loans	25%
GL	15%

CIS	15%
Non-Functional	20%
Overall Percentage	100%

V. Specification for Proposals

All proposals submitted in response to this request for proposal must contain the following information:

- Name, address, telephone number, email address (including name, title of person responsible of submitting this proposal);
- Mayor's/ Business permit, Professional License/ Curriculum Vitae (Consulting Services), PhilGEPS Reg. Number, Income/Business Tax Return, BIR Registration of the Vendor, Description of the organization (individual/partnership, corporation, others); they should be valid at the time of the submission of bids, Post-Qualification Evaluation and signing of the contract;
- Name and biography of all proposed Consultants/ research team that will be directly involved in this project;
- A list of clients for whom similar work has been performed including three references that the UCPBS may contact regarding the job evaluation exercise conducted in similar size organization.
- Project steps to complete the project and proposed timeline of work tasks with the date of final completion of the project.
- Expected outcomes/ output and deliverables;
- Project costs including a breakdown of the company's rates, fees and charges for services by phase, any additional reimbursable expenses and proposed payment schedule in Philippine peso and VAT inclusive price and/or TAX if applicable to any fees/ charges.

Notes:

- Each and every page of the Bid Form must be signed by the bidder or the bidders authorized representative. The authorization should also be attached. Failure to do so shall be a ground for the rejection of the Bid.
- The BAC expects the bidders to exercise due diligence in going through the bid documents to prepare bids intelligently.
- All supporting documents related to the declared list of employments and standee trainings/relevant to assigned project tasks of all personnel in the submitted CV shall be presented by Single/Highest Rated Bidder (S/HRB) to UCPBS BAC/TWG thru the BAC Secretariat for checking during the post-qualification evaluation.

ANNEX A

**CORE BANKING SYSTEM
UCPB SAVINGS, INC. (UCPBS)**

SHORT LISTING CRITERIA

- A. The BAC shall draw up the short list of Consultants from those who have submitted Expression of Interest, including the eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act", and its Implementing Rules and Regulations (IRR).
- B. The Bidder/ Consultant who submitted their expression of interest for this project shall be evaluated and short listed according to its expertise in the field, personnel qualification, and on-going contracts. The short list shall consist of Top 3 prospective bidders, from the highest rated bidders, who will be entitled to submit bids provided they meet the minimum qualifications and the passing score of 70%. The criteria and rating system for short listing are:

CORE BANKING SYSTEM - SHORT LISTING CRITERIA

Criteria	% Weight	Description/ Percent Weight
A. Applicable experience and capability of bidder	40%	
a. <i>Years of Experience</i> Number of years of relevant experience in successfully implementing the proposed solution via the Cloud/ Software-as-a-Service (SaaS)	15%	5 years or more = 15% 3 < 5 years = 10% 2 < 3 years = 5% < 2 years = (D), Automatically disqualified
b. <i>Customer Satisfactory Ratings</i> Fully filled-out Customer Satisfaction Survey with overall rating (1-5 rating where 5 being the highest) such as, but not limited to, timeline of service, customer support, service performance from previous successful engagements of similar project	15%	5 Satisfactory Survey Forms or more = 15% 3 - 4 = 10% 2 = 5% 0 - 1 = Automatically disqualified
c. <i>Successful Implementation</i> Total number of successful implementations of the proposed solution	6%	5 Implementations or more = 6% 3 - 4 = 4% 2 = 2% 0 - 1 = Automatically disqualified
d. <i>Local Implementation</i> With local implementation of the proposed solution with a Philippine bank or financial institution	4%	2 implementations or more = 4% 1 = 2% 0 = 0%
B. Quality of key personnel to be assigned to the project	50%	
a. <i>Project Manager</i>	15%	
i. Years of Experience in IT as Project Manager	10%	5 or more = 10% 3 < 5 = 8% 1-2 = 5% < 1 = 0%, Automatically disqualified

ii. No. of successful implementation of proposed solution	5%	2 or more = 5% 1 = 3% 0 = 0%
b. Business Analyst	12%	
i. Years of Experience in IT as Business Analyst	8%	5 years or more = 8% 3 < 5 = 6% 1-2 = 4% <1 = 0%, Automatically disqualified
ii. No. of successful implementation of proposed solution	4%	2 implementations or more = 4% 1 = 2% 0 = 0%, Automatically disqualified
c. Technical Team Lead	13%	
i. Years of Experience in IT as Technical Team Lead	9%	5 years or more = 9% 3 < 5 = 7% 1-2 = 5% <1 = 0%, Automatically disqualified
ii. No. of successful implementation of proposed solution	4%	2 implementations or more = 4% 1 = 2% 0 = 0%, Automatically disqualified
d. Technical Support Staff	10%	
i. Years of Experience in IT as Technical Support Staff	6%	3 years or more = 6% 2 < 3 = 4% 1 < 2 = 2% <1 = 0%
ii. No. of successful implementation of proposed solution	4%	2 implementations or more successful = 4% 1 = 2% 0 = 0%
C. Current workload relative to capacity	10%	
Current workload relative to capacity (Ratio) shall be computed based on the following: No. of Professional Staff/ No. of Ongoing Projects	10%	The bidder with the highest computed ratio shall garner the perfect score of 10% (points). The points of the rest of the bidder shall be computed on a pro rata basis as follows: (Ratio of the Bidder/ Ratio of the Highest Rated Bidder) X 10 points

ANNEX B

**CORE BANKING SYSTEM
UCPB SAVINGS, INC. (UCPBS)**

NON-FUNCTIONAL REQUIREMENTS

	<i>Non-Functional Requirement (20% Overall)</i>	
1	Availability, Accessibility, and Scalability of the Infrastructure via the Cloud Web Service	Statement of Compliance
1.1	Data portability and readiness to turn-over the stored data to the bank after contract expiry/termination, being the bank as the data owner.	
1.2	The Cloud Web Service must have a resizable computing capacity to address specific workload requirements of the Core Banking System (CBS). (i.e., Scalability to customize CPU, storage, memory, and network resources).	
1.3	The CBS virtual server uptime must be 99.5% (or higher) except for the approved server maintenance and updates on the system and to the private cloud.	
1.4	The operating system and other licenses needed in the CBS must be in full package together with the private Cloud Web Service (CWS) and its corresponding subscription rate.	
1.5	The CBS solution shall cover all enhancements and system upgrades during implementation and/or maintenance period being part of the vendor's change management procedure. This also includes correction of bugs and application of fixes.	
1.6	Instances that allow the bank to access the cloud web service using the bank standard web browser, Google Chrome ver. 111 or higher.	
1.7	Ability to support automatic failover/re-routing in the case of outages of the current instance of the hosted CWS, or performance degradation of the CBS itself.	
1.8	Ability to support and interface with the bank existing and future systems, (e.g., Base60 ETL, BancNet, AWS CICS)	
1.9	The CWS must be able to cater 230 concurrent sessions	
1.10	The bank must be able to determine where the CBS primary instance will be hosted as well as its DR instance and shall have the option to choose which cloud region/s would be best for the bank.	
1.11	The CWS must be fully compliant with the local regulations on data privacy and confidentiality.	
1.12	The CWS must have its own Web Application Firewall (WAF) protection.	



1.13	The vendor shall provide the User Acceptance Testing (UAT) environment in cloud web service to include the test script/ scenario (as applicable)	
1.14	The bank systems must be able to connect to the CBS database through API (Application Programming Interface).	
2	Network	
2.1	The CWS supports the network to 1Gbps-10Gbps network connection	
2.2	The CWS must be connected through Internet and IVPN (tunnelling) bandwidth	
2.3	Latency of less than 50ms is preferred, more than 50ms up to 150ms is still acceptable.	
2.4	Must be able to support minimum Daily data transfer speed of 50Mbps	
3	Systems and Database Administrator	
3.1	The bank authorized personnel should be able to view the system utilization of CBS storage, memory, and CPU of its virtual servers	
3.2	The solution should have the ability to adjust the system resources on the fly, according to the need of the bank.	
3.3	The bank must have the ability to view the system logs and audit trails of servers and databases for the root cause analysis.	
3.4	The bank must have the ability to view other status related to system activity (e.g., security, application, services, etc.)	
3.5	The vendor shall provide the data dictionary, data structure and technical documentation related to the CBS	
3.6	The vendor is responsible for the migration and mapping of data with guidance of the bank responsible team	
3.7	The vendor shall support the bank for the certification and approval of CBS implementation to the Banco Sentral ng Pilipinas (BSP).	
3.8		

	The vendor shall provide the technical and infrastructure training to the responsible department of the bank	
4	Provision of Back-up Services and System Recovery	
4.1	Automated and Periodic system back-ups. The bank must have the ability to configure backup schedule.	
4.2	Back-up on demand of the UCPBS Systems and Database Administrator. The bank must have the ability to download and copy backups for the on-premise data.	
4.3	Secured back-up to another Data Center. The CWS must have the ability to mirror data from one zone to another	
4.4	Must have the ability for the system recovery or reinstallation in case of the system failure or crash, including target periods for recovery point objective (where RPO=< 15mins.) and recovery time objective (where RTO=< 2 hrs)	
5	Provision of Helpdesk and Support	
5.1	24/7 availability of technical and user support (local partner)	
6	SLAs and Disaster Recovery Plans	
6.1	Must provide details of their service-level agreements (SLAs), including system availability, system response times, and support ticket resolution times	
6.2	Must also provide a documented copy of their disaster recovery plans.	
6.3	Vendor to provide the frequency of business continuity and disaster recovery tests, validation process and testing methodology.	
7	Security Solution	
7.1	Supports MFA authentication (via SMS, Microsoft Authenticator or equivalent and/or biometrics)	

7.2	Complete audit trail (admin users and end users) with option to save logs via external log server	
7.3	Compliant with SIEM (Security information and event management) logging	
7.4	End-to-end encryption of all data from inception, in transit, and at rest.	
7.5	RBAC / Granular user role management / zero trust framework compliant	
7.6	Vendor to provide the frequency of vulnerability and penetration testing (VAPT) activity. The result shall be provided upon request of the bank.	
8	Audit (10%)	
8.1	Vendor's audit solutions that will allow UCPBS or its governmental regulatory agencies (i.e., BSP) to perform audit and compliance review of their financial, and operational records and files, controls, and IT security configurations relating to CBS Cloud Solution.	

ANNEX C-1

CORE BANKING SYSTEM UCPB SAVINGS, INC. (UCPBS)

FUNCTIONAL REQUIREMENTS

Deposit Module



CORE BANKING SYSTEM PROJECT - Request for Proposal

Functional Requirements		Assessment
1.1 DEPOSIT		
No.		
1.1 Existing Products/Services & Future Offerings		Statement of Compliance
1.A	Deposit Products	
1	Savings Accounts (Passbook)	
1.1	Passbook Savings Account	
1.2	Passbook Savings with ATM	
1.3	My First Step Savings Account	
1.4	Savings Builder Account	
1.5	Stratified Savings Account	
1.6	Basic Savings Account	
2	Current Accounts	
2.1	Reg. or Checking Account	
2.2	Cheque Book	
2.3	Cheque Plus (Check + Passbook + ATM)	
2.4	Checking Account with Automatic Transfer Arrangement	
3	Certificate of Time Deposit Accounts	
3.1	Short Term Time Deposit	
3.2	Long Term Time Deposit (1 Year L-T)	
3.3	Long Term Time Deposit (LT5)	
3.4	Passbook Based Time Deposit	
1.B	ATM Banking and Card Services	
1	Regular ATM Cards	
2	eCash Card	
3	Debit Cards	
4	Credit Cards	
5	Elite ATM Cards (with Privileges e.g. more than 20k daily withdrawal limit)	
6	Virtual Debit Cards (For Online Purchases)	
1.C	Bills Payment / Collection Facility	
1	Over the Counter Bills Payment	
1.1	Real time USSD based payments	
2	eGSS Collection System	
3	ePMI Collection System	
4	BIT Collection System	
5	E-Wallet Handling	
b	Handles bills payment transactions, provides different facilities: - Automatic debit arrangement (ADA) - Over-the counter (teiling system) - ATM - Internet Banking, Mobile Banking	

I.0	Other Banking Services	
1	Domestic Remittances (Inward and Outward)	
2	International Remittances (Inward and Outward)	
3	Real Time Gross Settlement (RTGS)	
4	Instatex	
5	Personet	
6	Fund Transfer Facility - Inter-branch	
7	Manager's Check	
8	Cash Management Services	
10	Payroll Services	
11	Foreign Exchange Transactions USD	
12	Foreign Currency Deposit Unit (FCDU)	
13	Automatic Debit Arrangement (ADA)-Loan Linking	
I.E	BANCASSURANCE (Bills Payment)	
1	Life Insurance Bills Payment	
2	Non-life Insurance Bills Payment	
1.F	Online and Mobile Banking System	
1	Virtus' Wallet	
2	E-Wallet Payment/Branchless Banking	
3	Online Bills Payment	
4	Check requisition can be done online	
5	Online Account Opening/Customer Onboarding	
5.1	Internet Banking (for individual customers)	
5.2	Online enrollment	
5.3	Balance inquiry	
5.4	Statement of account (current and previous 12 months)	
5.5	Transaction search (by date, amount or transaction)	
5.6	Add/delete accounts to access	
5.7	Fund transfer	
5.8	Customer service menu (checkbook request, SPC, request hole ATM card, car calculator, email box)	
5.9	Preferences (update profile, change PIN of ATM card, change access code of internet banking, personalize account, balance alerts, personal box/bookmark)	
6	Internet Banking (for corporate customers)	
6.1	Balance inquiry	
6.2	Statement of account	
6.3	Transaction search	
6.4	Add/delete accounts to access	
6.5	Fund transfer	
6.6	Corporate transactions (view pending transactions, authorize transactions, transaction history)	
6.7	Preferences (change password)	
II.	General Requirements	
II.A	Parameter driven, rule based set up	
1	Allows system administrator to add, modify, or delete rules, formula and other criteria for new and existing products, services, transactions, and databases for customers/ accounts	
2	Allows system administrator to build up new products, new reports, and/or customize templates by defining rules, formula and other criteria	
3	Allows system administrator to customize templates/create new reminders, letters and notifications by defining rules, formula and other criteria	

4	Allows system administrator to tag transactions Codes valid for varied type of transactions/accounts For dormant reactivation by defining rules, term, if and other criteria	
5	Error correction / reversal: Allows user to reverse transactions posted within the day, using the transaction sequence or through journal search using parameters such as transaction code, sequence number, branch or amount, account number, etc.	
6	Supervisor's override ID: Defines override rules on a per transaction and per user. Generates daily report on all transactions with supervisor's override, per branch	
6.1	Detailed information on the remote overridden transactions as viewed on the approver's terminal	
6.2	User can process own transaction.	
7	Document validation: Prints validation entry on the document after a financial transaction is posted. This ensures that the transaction is accepted and logged in the host system	
7.1	Document validation can be re-printed anytime within the branch in a day, with an indicator that it is a re-printed re-validation	
7.2	Defines transactions that require document validation	
7.3	Provides user an option to validate the document for specific transactions	
7.4	Validation entries include: date, time, transaction sequence no., user ID, user's short name, transacting branch code, transaction mnemonics, transaction amount, account number and account name	
7.5	Allow admin user to re-align Teller validation printing based on form lay-out for future modification of existing forms	
7.6	Allow admin user to define validation printing entries for proofing purposes or customers specifications	
8	More fields for the Transaction Particulars (Drop-down list, text fields, etc.)	
I.B	Provides facility to import, integrate and convert existing account data and balances to CIS	
C	System Generation of Letters, Other Correspondences and Centralized Extraction	
1	Thank You Letter	
2	Letter for Updating of Information	
3	Notices for Mishandled Current Account / With Frequency (PCOC)	
4	Warning Letter for Improperly handles accounts with Rebounds	
5	Letter for Dormant Accounts Allows user to generate letters related to dormancy as follows: * Letter to be sent 60 days prior to dormancy (Inactive Accounts) * Letter upon Dormancy	
6	Letter prior to Each comment	
7	Collection Letter	
8	Notifications thru email/text message	
II.C	Automated generation of Bank Deposit Certification	
I.E	Account Number Format is Expandable (e.g. 15 digit)	
I.F	Provides facility to generate 16 digit account number using the following format: ccc bbb cc sssss d where ccc = bank code, bbb = branch code; ss - product code; s = sequence number, and, d = random digit	
1	Mention last account number generated	
2	Allows re-generation of used account numbers (active, dormant or closed account)	
3	Prints list of generated numbers upon request of branch	
II.G	Time Deposit Account Number - One account number for multiple Certificate of Time Deposits	
1	Manual sequencing input	
II.H	Automated Crediting of Interest on Short- and Long-Term Deposit (LTD)	
1	Allow other manner of interest payment, on top, etc (MC, Credit to Client's existing C454 account, Cash)	
2	Link nominated settlement current/savings account	
II.I	Allows off-line validation and forwarding in case Branch becomes online in extracting the same for forwarding to H.D or any online Branch	
1	Generation of reports for offline transactions	
2	Teller can still balance cash during offline mode	

3	Offline Mode of Posting Transactions	
1.	Capable of automatically calculating and displaying the daily exchange rates in the system	
II.K	Capable of rounding up amounts up to 2 decimal places.	
II.L	Maintains and monitors different account balances per account (in peso currency): -Available balance (cleared/ withdrawable balance) -Hold Balance/ Hold Restrictions with reasons (option with dropdown list)	
II.M	Per denomination entry by the Teller to ensure amount validation tally with the slips.	
II.N	Capable of reoring passbook update, range and the number can be selected and be access by selected user	
I.C	Self-computing charges (interbranch, telegraphic, etc.)	
II.P	Teller/AccOUNT Opening using one system (Single appl)	
II.Q	Posting of value-dated transactions & Allows value-dated transactions with supervisor's override with auto-adjustment of interest if account's interest-clearing	
II.R	Auto computation/identification of aggregate accounts	
II.S	Allows interbranch transactions	
II.T	Interbranch withdrawal and encashment	
1	Flexible amount transaction shall be override locally by the concerned branch as scanned image and info can be seen on screen, the system will ask a confirmation message of how it's confirmed	
2	The teller can transact other transactions while waiting for the transaction and has the capacity to follow-up just by clicking	
3	A confirming message will pop up after the transaction has been override in transacting teller's screen by then the printing of validation is ready	
II.U	Fund transfer facility using a single form and single entry to debit the source & credit the beneficiary account	
1	With customizable fields for AML requirements like counterparty, beneficiary details etc	
II.V	Validates transactions before posting to the accounts -Status of account (active, dormant, closed) -Account restrictions (e.g., debit transaction not allowed for TIT account) -Account type (for banking purposes - Private, Banks, Government and Trust) -Status of maintaining branch (if interbranch transactions are allowed)	
II.W	Validates debit transactions before posting to the accounts -Funding -Check number (if issued/ outstanding or used) -Stop payment order	
II.X	Application of single signature card/document, display requires combination & other necessary info across all accounts opened. Reduction of document.	
1	Signature cards with account status and account rule (number of signatories)	
2	Last signature update (Time Stamped)	
3	SYS with Account Status (Active, closed, dormant, etc) and Account Rule (Single Signatory, Multiple Signatory, Two, Corporate, etc.)	
II.Y	All transactions (Financial/Non-Financials) time stamped, event trail & logs	
II.Z	Provides online real-time facility to inquire, view and print the Cash in Vault (CIV) balance and journal for CIV transactions.	
I.AA	Provide alerts/prompts in case of reaching the set CIV limit per user.	
1	Assigns a default amount for significant balance for all accounts	
2	Allows user to change the significant balance of accounts as defined by the Compliance Officer	
3	Excludes these accounts in the regular report for accounts with total daily transactions of P200,000 or more	

4	Generates report on special accounts if total amount of transactions for the day exceeds the significant balance	
5	Allows user to view/ print list of accounts with significant balances higher than the default amount	
II.A.B	Automated computation of tax or interest paid ('CASA') and time deposit	
II.A.C	<p>Provides different types of computation of interest, such as:</p> <ul style="list-style-type: none"> -Based on total current balance -Based on current balance less indefinite float balance -Based on available and hold balances only 	
II.A.D	Allows "notional pooling" for interest computation/ crediting to defined accounts - combines/ pools the AOB of all member accounts; computes interest based on combined AOB using the applicable interest rates and credits/ debits the interest and withholding tax to each account using a pre-defined sharing ratio	
II.A.E	<p>Provides different types of interest rate, such as:</p> <ul style="list-style-type: none"> -Regular rate - board rate -Fixed preferential rate - board rate plus add-on rate (e.g., 1% + 0.50%) provided with Reference Numbers -Tiered rate -Flloating preferential rate -Stratified rate -Zero rate -Special rate 	
II.A.F	Computes and accrues interest and withholding tax based on interest and tax types per account; uses 360 and 365 days for divisor accordingly	
1	Credits interest and debits withholding tax of active accounts only, based on interest frequency set per account	
2	Accruulates/ computed/ accrues interests of dormant accounts and credits the accumulated balance upon reactivation of the account	
3	Provides withholding tax rates per currency (e.g., 20% for Euro accounts, 7.5% for US\$ accounts)	
II.A.G	<p>Manages account restrictions by</p> <ul style="list-style-type: none"> -Account group -Account type -Account status -Account balance <p>Specific restrictions (e.g., stop payment order, hold balance, indefinite float balance, etc.)</p>	
II.A.H	Allows real-time update of account restrictions and privileges entered through teller facility, tellering system, ATM, mobile banking or Internet banking	
II.A.I	Allows user through tellering system to put a portion or full amount of the account balance on hold and lift the hold balance, both with supervisor's override.	
1	Disallows withdrawal against balance on hold	
2	Captures last date, time, user ID who applied or lifted the hold, override 'O' and reason for hold	
3	Allows user to view/ inquire details of hold balance	
II.A.J	<p>Provides a facility for monitoring of "various service charges/ fees" per account:</p> <ul style="list-style-type: none"> -Captures details of reversal of service charges/ fees credited to the account through the tellering system, such as date, type of service charge and amount credited/ reversed -Generates a monthly summary of all types of service charges/ fees per account -Generates a summary per branch, per defined group or all branches 	

4	Provides online facility for user to view/ print the summary per account, per branch, per group or all branches for a specified period (e.g. current month, previous month, previous 6 months, previous calendar year, etc.)	
5	Provides interface with CIMS for the account profitability computation	
I.A.F	Handles batch posting of services charges and fees based on defined schedules, rules and formulae and excludes accounts tagged as exempted from the fees	
II.A.C	Computes and debits the following service charges/ fees - Below maintaining balance service charge - Dormancy fees - interbank ATM withdrawal fees - cash withdrawal fees - different area code cash deposit/withdrawal - other fees for services/ facilities availed	
II.A.M	Debits up to the available balance, allows partial debit and keeps unposted portion in the 'Unposted fees' file for daily monitoring and auto-collection	
II.A.N	Late deposit handling by transaction code and reversal to contingent accounts the following day	
I.A.O	Allows error correction or reversal of all financial tellering transactions within the same day, with supervisor's override	
1	Captures the original and reversal transactions in the journal and customer's statement of account or passbook	
2	No accounting entries in General Ledger for original and reversal transactions	
II.A.P	Override Transaction	
1	Dual low level override	
2	Reports can be generated and filterable according to name, user name, account type and transaction type, date and time	
3	Remote override in full screen details	
4	Dual control override	
III.	Application Structure	
III.A	Full integration of the delivery channels and host authorization systems and interface with other systems, both internal and external	
1	CASA Host Authorization System	
2	Tellering System/ Branch Delivery System (BDS)	
3	Back Office System (for depositors' non-financial data)	
4	ATM	
5	Electronic Cash Manager (ECM)	
6	Cash Management Services (Receivable, liquidity, Payroll)	
7	CICS at Phil. Clearing House Corp.	
8	AFPS-R/US (Phil. FASU) of Bangko Sentral ng Pilipinas	
9	eHPS of Bureau of Internal Revenue	
10	SSS Net of Social Security System (or our own VAN)	
11	SWIFT/BIC	
12	Financial Information Management System (FIMS) incl. Reconciliation and Responsibility Accounting	
13	Loans System	
14	Remittance System	
15	BancNet	
16	Fixed Assets Monitoring Facility	
17	AML4	
III.B	Allows customers to transact through different channels - Tellering, ATM	
1	Point of Sale (POS)	
III.C	Supports 24x7 availability	

1	Tellerling - Specific Unit/s may be allowed to transact on non-banking days	
2	ATM - 24 hours	
III.D	Provides online and real-time interface with other systems for specific transactions, such as	
1	Liens System - loan proceeds for credit to a deposit account; loan payment for debit to a deposit account with real time update of balance of FV in the Liens System	
2	Remittance system - Inward and outward remittance for credit to a deposit account	
III.E	Provides interface with FIMS for: -Posting of proof sheets/ summary of accounting entries in the general ledger of each branch/unit -Other information required by FIMS for generation of regular and ad-hoc reports, such as Quarterly Statement of Condition submitted to RSP, etc.	
III.F	Batch Process (Batch Window)	
1	Processes specific transactions on pre-defined schedules (e.g. daily, last banking day of the month, last calendar day of the month, etc.) and pre-defined sequence of transactions	
2	Processes/ posts ATM, Internet Banking and Mobile banking transactions daily	
3	Includes/ consolidates transactions on non-banking days in the reprints for the next banking day	
4	Allows user to define the time to start processing of records	
III.G	Generates a transaction journal daily that will include the following details: date of transaction, time, user or terminal ID, overriding ID, transacting unit, type of transaction, transaction amount and other information entered by the user, same details captured in the T ER	
III.H	Provides facility to search a transaction in the transaction journal by: -Transaction date -Transacting unit or ATM terminal number -Account number -Type of transaction -Amount of transaction -ID of user who posted the transaction	
III.I	Provides a facility to assign a set of "a-bwed" transactions to specific users	
III.J	Provides security on the application layer for all transaction requests sent to the server/ host, aside from the firewall and other security measures on the network (e.g., Transaction request should have a user ID and encrypted password which is validated before processing the transaction)	
III.K	Generates ad-hoc and regular reports (daily, monthly, quarterly, etc.)	
III.L	Provides automatic bursting of reports to the respective branches/ units for downloading	
III.M	Provides report writer facility for easy extraction of information/ data in report form directly from the databases without need for programming	
III.N	Provides facility to track down transactions from all delivery channels and to monitor volume of transactions by: -User ID -ATM terminal ID -Type of transaction -Time of day -Range of transaction amounts -Computer Terminal	
III.O	Provides facility for permanent retention of the daily transaction journal	
III.P	Provides facility to retain reports for specific period (e.g. 90 days, 180 days, 1 year, 10 years, etc.)	
1	Print existing account numbers	
III.Q	Provides facility for user to view/ print the SOA for a specified period	
1	(Current month up to the last posting date)	
2	Any month within the last 3 years	

2	Generates and prints the SOAs of statement-based accounts based on frequency set per account and on defined rules (e.g., no SOA entries are forwarded balance and low balance service charge only)	
4	Returns SOAs of all current and savings accounts for a period of 12 years	
II.B	Allows user to add or change data based on user's access level :	
	<ul style="list-style-type: none"> - Mailing address and zip code - Customer type (individual or corporate) - Booking account type (Private, Banks, Government or Trust); Status type - Passbook or statement-based - For statement-based: statement cycle (monthly, quarterly, etc.) and distribution type (for mailing or pick up) <ul style="list-style-type: none"> - For interest bearing: interest type, Interest rate, interest credit frequency (monthly or quarterly) and tax type ('exempt' or 'tax-exempt') - For current account: checkbook type and checkbook account name - Special privileges and restrictions - Significant balance for AMLA monitoring - With DAJO/BP lines: amount of line, date granted, expiry date, approving authority and assigned AO - Services availed, type of service and date availed - Account holder (if bank employee: employee's name and employee number) 	
2	Provides dropdown list	
3	Defines number of lines and maximum length per line for some data, such as mailing address, etc.	
2	Validates entries against allowed values and rules	
5	Validates entries in some fields vs. a fixed length	
7	Generates report on changes in the non-financial data	
8	Provides option to print thank you/acknowledgment letter after data entry	
III.S	Provides online real time back-office facility for maintenance of non-financial data of each account	
1	Customer type (individual or corporate) / Should be classified as 'Personal or Business'	
2	Account holder/referred (if bank employee: employee's name)	
III.T	Allows user to link 3 or more customer numbers to a 'joint' account and to tag each customer as principal depositor or co-depositor	
III.U	Provides online enrollment facility for different services/facilities (e.g., internet banking, mobile banking, ATM, Sweep, payroll, etc.)	
1	Allows enrollment and termination of the service/facility	
2	Provides 2 levels of access - one to enter the required data and another to confirm (per entry or all entries)	
3	Allows user to inquire/view confirmed and unconfirmed entries, by date or all entries arranged by date	
4	Generates a report for all confirmed enrollments during the day	
5	Generates a report for all unconfirmed enrollments, arranged by date	
III.V	Provides online facility for user to tag an account as exempted from specific service charges/fees (excluding payroll accounts)	
II.W	Provides online facility for user to change the tag of exemption from specific service charges/fees from exempted to chargeable or vice versa	
III.X	Allows manual or batch closure of accounts	
1	Rejects closure if 'current balance' and 'for clearing balances' (for accounts in US\$ or third currency) are not zero	
2	Captures reason for closure of account entered by user through the tellering system	
3	Requires supervisor's override for closure of account	
4	Allows closure of active and dormant accounts during scheduled batch process subject to defined rules (e.g., CA with below maintaining balance service charge for last 90 days, CA with below maintaining balance)	
5	Excludes accounts defined as exempted from auto-closure	

6	Generates accounting entry for reversal of accumulated interest (if dormant and computed/ accrued interests)	
7	Generates monthly report on closed accounts (manual and batch)	
III.Y	Processes the following batch transactions	
1	Returned checks	
2	Sweep transfer (Savings Builder Product)	
3	Payroll credit	
4	Automatic item of unposted fees	
5	Downgrading of clients' float balances	
6	Inward clearing checks	
7	Automatic transfer of balances from SA for all batch debit transactions of current accounts with ATA	
8	Reversal of inward clearing checks (ICC) through R001	
9	Automatic computation and collection of FCOCI penalty charges	
10	Automatic debit arrangement	
11	Interest adjustments (for accounts that were reactivated and closed within the day)	
12	Generation of summaries for interbranch and interbank transactions (for reconciliation)	
13	Generation of consolidated proof sheet (online and batch transactions)	
14	Generation of consolidated statement of collections for till payments per institution	
15	Generation of reconciliation and settlement reports of switch transactions (Batch)	
16	Computation of accrued interest for the month	
17	Interest crediting for active accounts	
18	Closure of active and dormant accounts with zero balances	
19	Computation of ADR for the month, per account	
20	Reclassification of accounts from active to dormant status	
21	Debiting of service charges/ fees - payroll service fees, low balance service fees, dormancy fees, etc.	
22	Generation of reports	
23	Raising of reprints per branch/unit for download for printing/inquiry	
III.Z	Teller System All tellering transactions have own equivalent G codes, (e.g. Cash Deposit, Withdrawals, Miscellaneous Transactions-Debit and Credit, Disbursement Voucher)	
III.A.A	Supervisor's sign-on to initialze the system at the start of day	
III.A.B	Supervisor's permanent sign-off at the end of day	
III.A.C	Alerts supervisor with screen message during permanent sign-off of the following: -Inacted maturities during the day -Inacted reprinting/roll over during the day	
III.A.D	Alerts supervisor with screen message during sign-on/initialization or this to follow: -Unacted maturities of previous day/s (arranged by expiry date) -Unacted reprinting/roll over of previous day/s (arranged by maturity date)	
IV.	Current Account (CA) and Savings Account (SA)	
IV.A	Handles the following basic accounts in:	
1	LSS or other currency	
2	Peso: Savings account - passbook; ATM based Current account - no interest Current account - interest bearing Current account - interest bearing, passbook based Current / savings account - with automatic transfer arrangement (ATA) Time deposits - varied terms, interest payment schemes, withholding tax, due stamp tax, surcharge, etc	

IV.B	Handles accounts with special features, such as:	
1	Direct deposit accounts (LSS savings accounts)	
2	Institutions accounts for bill payments (e.g., SSS, Pag IBG, PhilHealth, PLDT, Meralco, etc., accounts of GCASH agencies are exempted from auto-decure of accounts with zero balances)	
3	One-way depository account/s (withdrawals are not allowed except transfers to the mother account; transfer may be initiated by mother account or by bank user or during batch process)	
4	Sweep accounts (Savings Builder Product)	
5	Payroll accounts (mother/company account and employees' accounts enrolled in the Payroll). Package for monitoring of actual ADB maintained by the company vs. the required ADB for the total no. of employees (maintaining different types of accounts and auto-computation and collection of payroll service fees from the company's account)	
6	Notification for below ADB (e.g., amortized car)	
7	Tagging facility for extraction of payroll accounts	
8	Payroll uploading using distinct transaction entries	
9	Provide batch crediting facility for transactions not included/classified as payroll like Crediting of Refund, Incentives, Reimbursements etc.	
10	SSS Pensioners accounts	
11	Customizable limit of transactions. Transaction type, Transaction limit, Transaction counts etc.	
12	UCPB Savings employees' accounts (credit online transactions require supervisor's override)	
13	Accounts of UCPB Savings employees' relatives (excluded in specific bank's activities/ deposit contest, etc.)	
14	Provide tagging up to 2nd degree of affinity or consanguinity	
15	Allows inter-branch ATA (income account is maintained in another branch)	
IV.C	Provides back-office facility with online and real time inquiry on specific information of active and dormant accounts (including closed accounts if files are not yet purged) by specific user/s by:	
1	Account name, account number for Corporate accounts	
2	Mailing address and zip code	
3	Related ATA account number (if ATA); and facility on ADA application for loans	
4	For joint accounts: -Number of customers linked to the account number -Names of customers, account numbers and depositor type (principal or co-depositor) -Type of depositor - individual/partner/biz/corporate/cooperative -Booking account type - Private, Banks or Government -Group type - No classification -M/F status maintaining ADB (depends on type of account/depositor) -Significant balance (for AMLA monitoring) -Restrictions and privileges -Pushbook or statement-based	
5	-or statement-based: -statement cycle - monthly, quarterly, etc. -distribution type - for mailing or pick-up/email -Low balance service charge - waived or chargeable	
6	For interest-bearing accounts: -interest type -interest rate -interest credit frequency - monthly or quarterly - withholding tax type - taxable or tax exempt	

7	<p>For ATM accounts:</p> <ul style="list-style-type: none"> - ATM card number, card name and status - Withdrawal limit per day 	
8	<p>Checkbook file (for current accounts):</p> <ul style="list-style-type: none"> - checkbook type - cheq. book account name - date of checkbooks issued, number of checkbook orders, status - date issued and check numbers issued - check numbers with SPC 	
9	<p>Services availed</p> <ul style="list-style-type: none"> - types of services and date availed 	
10	<p>Enrolled bill payments.</p> <ul style="list-style-type: none"> - date enrolled, subscriber's account number, name of institution 	
11	<p>For Sweep accounts (Savings Builder):</p> <ul style="list-style-type: none"> - date enrolled- type of sweep arrangement- type of sweep account - servicing, transitory, regular - maintaining balance of servicing account; 	
12	<p>For payroll accounts:</p> <ul style="list-style-type: none"> - date enrolled - type of payroll account - employee, secondary main - company code/ name (if employee or secondary) 	
13	Account Selector (for bank employees, includes employee number);	
14	Current status of account - active, dormant or closed	
15	<p>Interest (if interest bearing)</p> <ul style="list-style-type: none"> - Paid interests (Q1, Q2, Q3 and Q4) - Computed/accrued interests of current month (M1 and M2) - Accumulated interest (for dormant accounts) - Average daily balance per month (for a specified period, e.g., previous month, previous 6 months, previous 12 months or previous calendar year) 	
16	<p>DAUD/ DPD line.</p> <ul style="list-style-type: none"> - amount of line, date granted, expiry date, approving authority and assigned A/C 	
17	<p>Unposted fees</p> <ul style="list-style-type: none"> - date of original transaction, SC type, original amount, date collected, amount collected and balance due. Waived fees/charges per SC type, per month (for a specified period e.g., current month, previous month, previous 3 months, previous 12 months or previous calendar year) - date opened - date dormant and date of last customer-initiated transaction - date re-activated 	
18	<p>No book transactions (if passbook-based)</p> <p>Number of no book transactions and date of last passbook updating/printing ac. Others</p>	
19	Displays applicable fields only in the bank office inquiry module (e.g., if SA, fields applicable for CA will not be shown)	
V.3	Provides online facility to view/print the following lists of CA/SA accounts	
1	<p>List of all account numbers arranged numerically - with account name, date opened and account status (inc. closed accounts if files are not yet purged, can be viewed by entering branch, currency code, product type and range of sequence numbers (e.g., branch 101, currency code C1, product type 1 etc. sequence numbers from 00000101 to 00000500))</p>	

2	List of all accounts by account name, arranged in a alphabetical order - with account name, date opened and status incl. closed accounts (files are not yet purged; can be viewed by entering range of names (e.g., from Aaaa to Abaa) (ss or from A to B))	
IV.E	ATM Branch Process	
1	Uploading of ATM Card Number Registry (txt or csv file format) for Quick, Customized and eCash	
2	Downloading of ATM File for Card Printing (csv file format) for Customized	
IV.F	Branch ATM Card Request	
1	Linking of ATM Card to account: -Service Units (Cash Withdrawals, Bills Payment, Fund Transfers, POS, etc) -Channel Restrictions (ATM, Internet Banking, Mobile Banking, POS etc) -ATM Card can link both Savings Account and Current Account ATM Card can link multiple account	
2	Allow to remove tagging of ATM Card to account (with overrides)	
IV.G	Provides online facility for management of ATM cards	
1	Allows user to request for new or replacement ATM card - includes card name and type of card (regular or instant or credit card)	
2	Provides 2 levels of access - one to enter the requests and another to confirm (per request or all requests)	
3	Allows user to include/ view confirmed and unconfirmed requests, by date or all entries arranged by date	
4	Provides automatic transmission of requests upon confirmation by user to ATM Center for card embossing	
IV.H	Provides interface with the ATM card embossing system	
1	Provides automatic update of card information (number, name and status) in the account file after successful embossing of card	
2	Allows user to change the status of card (in transit, lost/stolen, black listed, replaced or cancelled) according to level allowed (e.g., branch user can change to any status; CAN/U user can change to lost/stolen only)	
3	Provides facility for cardholder to enter new PIN or change PIN	
4	Provides automatic update of status of card to "active" upon acceptance of new PIN	
V.I	Generates the following ATM related reports:	
1	- list of successfully transmitted requests for new/replacement ATM cards	
2	- lists of cards with new and changed PINs	
IV.I	Provides on-line facility for user to increase the daily limit of withdrawals through ATM per account, in multiples of R1,000 but not to exceed R100,000 per day	
1	Disallow withdrawal transactions beyond the set limit.	
IV.K	Provides different types of cumulation of monthly average daily balance (ADB)	
1	Calendar month (sum of end-of-day balances divided by no. of days in the calendar month)	
2	From and to specified cut off dates (e.g., From 20th day of previous month to 19th day of current month)	
3	Based on anniversary of opening date	
4	First month of account opening (sum of end-of-day balances divided by no. of days from date of opening to last calendar day of the month)	
5	Month-to-date ADB (from first day of the month up to current day)	
IV.L	Provides on-line inquiry on ADB for a specified period of the following: -Per account -Per customer (all accounts with same customer number) -Per product type (e.g., all current accounts) -Per specified group (e.g., All main/company accounts with payroll services, all active accounts of individual depositors, etc.)	

IV.M	Provides different minimum maintaining ADB per type of account and per type of depositor and corresponding low balance service charge Examples 1 Current Account for an individual depositor - P5,000 ADB and P200 low balance service charge 2 Current Account for a corporate depositor - P10,000 ADB and P200 low balance service charge	
IV.N	Maintains and monitors all check numbers issued per current account 1 Tags the check number as "Issued/ outstanding" upon issuance by user through the tellering system 2 Tags the check number as "Used" if debited/ posted to the account 3 Re-tags the check as "Issued/ outstanding" if check is reversed through In-house Return, RCOO or OA Reversal, except if the check is reversed for reason "Stop payment order" 4 Allows batch purging of all issued checks after a specified period	
IV.O	Allows user through tellering system to tag and untag a check number with stop payment order, with supervisor's override 1 Validates if check number is issued/ outstanding or used, rejects if check is unissued or used 2 Allows only one inquiry if account has outstanding SPOs 3 Allows batch/annual deletion of outstanding SPOs based on defined rules 4 Generates report on checks with outstanding SPO	
IV.P	Maintains details/ particulars of debit and credit entries entered by user through the tellering system for generation of summary to be attached to the customer's statement of account	
IV.Q	Handles no book transactions for passbook based accounts 1 Keeps the transaction in a no book file until this is printed in the passbook through the locate passbook facility in the tellering system 2 Allows updating of passbook for a maximum of 27 entries (1 page) at one time, alerts user if there are more no book entries 3 Returns 50 no book entries per account up to 25 banking days; deletes no book entries more than two allowed entries on a monthly basis 4 Allows user to print SOA or history of accounts for the deleted no book entries	
IV.R	handles transactions through delivery channels (ATM). -Balance Inquiry -Last Transactions Inquiry (e.g. last 5 transaction) -Fund Transfer -Direct bills payment with enrollment -Request SPO -Request no. of ATM card -Request checkbook	
IV.S	Provides facility for automatic transfer arrangement (ATA)	
IV.T	Re-classifies accounts from active to dormant status based on defined rules during monthly batch process (e.g. No customer-initiated transactions of savings account for last 2 years, current account for 1 year)	
1	Excludes accounts defined as exempted from dormancy	
2	Generates accounting entry for the re-classification	
3	Generates a report of all active amounts re-classified to dormant	
4	Interface with the Signature Verification System for automatic tagging of account as dormant	
IV.U	Allows reactivation of dormant account through one transaction entered by user through the tellering system, with supervisor's override 1 Generates accounting entry for re-activation	
2	Posts accumulated interest up to previous quarter (ex: does computed/ accrued interests for current quarter)	
3	Generates daily and monthly reports of all re-activated accounts with the following information: account number, account name, date of last customer-initiated transaction, balance before reactivation, type and amount of transaction that caused the re-activation	

	Interface with the Signature Verification System for automatic tagging of account as active	
IV.V	Handles escheatment of dormant accounts.	
1	Identifies dormant accounts without customer-initiated transactions for a specified period of time due for escheatment, every Sept. 30 of even year	
2	Generates a list of dormant accounts due for escheatment with the following information: account number, account name, mailing address, balance, date of opening and date of last customer-initiated transaction	
IV.W	Handles daily batch posting of returned checks received from PCHC and Central Clearing	
1	Posts returned checks against available balance	
2	If transaction code is 024, posts the encoded amount	
3	If transaction code is 014, posts the encoded amount plus a pre-defined fee (presenting bank's share of SC)	
4	Compares the BRSTN and the branch code in the account number if both belong to the same branch; if not, considers the transaction of the branch that owns the BRSTN and interbranch of the branch where the account is maintained; generates exception report for both branches. Interbranch returns are posted as long as the branch entered the correct account number	
5	Generates report for unposted returned checks (insufficient funds, closed accounts, invalid account no., etc.)	
6	Automatic reversal of payments (Returned checks) with breakdown & provide separate validation codes for loan payments, SSS, PhilHealth return checks.	
IV.X	Provides facility to post and reverse online and batch debit transactions of current accounts involving check numbers that result to insufficient funds or unauthorized DAUD (i.e., inward clearing check (ICC) and value-dated inward clearing check (VICC) with overrule)	
1	Alerts user that this transaction will result to insufficient funds or DAUD	
IV.Y	Handles daily batch posting of inward clearing checks (ICC) received from PCHC and Central Clearing	
1	Validates transaction date in the ICC files before posting the checks	
2	Posts checks (arranged from smallest amount to biggest amount) against available balance; allows DAUD against definite float balances	
3	Reverses all checks resulting to insufficient available balance through RCOCI	
4	Reverses all checks with technical defects through RCOCI (e.g., SPO, garnished, etc.)	
5	Generates report for posted ICCs vs. DAUD (1 or more days float balance)	
6	Includes IFTs of closed accounts in the RCOCI Register	
7	Generates report for unposted ICCs	
8	Captures check images for viewing together with the signature images for verification purposes	
9	Allows check images in a printed format to be sent together with the statement of account to the customer	
IV.Z	Provides automated computation and debiting of RCOCI penalty charges	
1	Computes the penalty charges on inward clearing checks and value-dated inward clearing checks reversed through RCOCI or CA Reversal (online and batch), based on the amount of check and reason for RCOCI	
2	Automatically debits the account for the computed penalty charges	
3	Allows negative balance if available balance is insufficient	
4	Includes the posted and unposted penalty charges in the online RCOCI Register	
IV.A	Provides online real-time facility for maintenance of RCOCI Register	

1	Captures all inward clearing checks reversed to RCCCI and CA Reversal (online and batch) with the following details: account number, account name, check number, amount, reason for RCCCI (e.g., DAF, SPO, etc.) and amounts of posted and unposted penalty charges	
2	Includes checks of closed accounts in the file	
3	Provides a facility for user to enter the following information for each check: name of payer, presenting bank and branch, type of clearing (local or inter-regional) and disposition type (to honor or to dishonor/return)	
4	Expects user to honor, automatically posts/ debits the account for the amount of check. (Honored RCCCI or RCCCI)	
5	If disposition type is to dishonor/ return, automatically debits the account for service charge (shares of the drawee and presenting banks as set by PCIC, subject to change)	
6	Allows user in the clearing center or core branch to view/ print the RCCCI Register with the complete information, including amounts of penalty and service charges	
IV.A.B	Clearing Process	
1	Centralized Posting/Batch Upload Process	
1.1	Regular inward transactions (MII and DST files)	
1.2	Inward Return Checks (AMF)	
1.3	Exporting of check Images to SOA (inward checks and over the counter checks)	
1.4	Outward Clearing System to Core Banking System	
2	<ul style="list-style-type: none"> -Manual Posting: -Outward return checks v/s updated on Day 1 -Regular inward checks not debited during batch upload -Unposted return checks -Manager's check and charge slips -Automatic posting of AM -Special Clearing Receipt -Posting of inward checks with technicalities on Day 1 (VICC) -Automatic posting of income for chargeable outward return -Automatic posting of outward return AC (VC 22 and VC 132) 	
3	AFTA Balance - auto transfer from CA to SA for inward checks with technical defects and over encoding	
4	Override Function for dormant account	
5	Password setting	
6	Replace manual preparation of SOA by E-SOA	
IV.A.C	Scanning of checks for outward transaction	
1	Check transactions - prior application for queuing system, the details of check shall be inputted by client	
2	The system is ready for CICS. Local check transaction the checks shall be scanned by teller, before the validation of transaction	
3	Exactly at required time the outward transaction images shall be automatically sent for clearing of checks re: need for manual relay	
4	Exactly at required time all inward shall be included in branch 1st versus accounts current balance that might bounce. The system will notify the BOO and BM about it and the system will send a reminder to client so that they will have ample time to fund.	
IV.A.D	Handles daily download of definite float balances	
IV.A.E	Provides online real time facility for user to maintain (add, change, delete), view/ inquire and print 'float days' tables for check deposit	
IV.A.F	Allows user to enter the following details for peso currency local checks: -type of check	

	<p>Allows user to enter the following details for USG and third currency checks:</p> <ul style="list-style-type: none"> - Currency code - clearing mode: cash letter, preferred collection, standard collection, etc - number of float days per clearing mode, per currency 	
IV.A.6		
IV.A.7	Payroll facility that can handle auto credit and debit employee/employee account;	
1	Auto collection of charges for mother account falling below minimum	
2	Teleging of Mother Account / Employee Payroll Accounts	
3	Individual set-up of accounts based on agreed condition per MCA (ADB, frequency of transactions.)	
4	USG Payroll Account - Confidential ruling	
IV.A.8	Allows multiple posting of check deposit with one validation	
V.	Term Deposits (TD)	
V.A	Features	
1	Requires customer number from OMS before allowing placement or issuing a certificate	
2	Allows multiple customers (for joint accounts) to be linked to the certificate (account) number	
3	Handles the following products: <ul style="list-style-type: none"> -Regular TD (fixed interest, interest payment at maturity, term not longer than 1 year) -short term (periodic repricing, every 30, 60, or 90 days) -long term (5 years and 1 day, monthly interest payment, no tax for individual depositors) 	
3.4	One account handles multiple Term Deposit	
4	Captures the following information per certificate number: <ul style="list-style-type: none"> -Certificate number -Account name -Customer number -Currency code -Product type -Client type (individual or corporate) 	
5	<p>Provides facility for system administrator to maintain (add, edit, delete) parameters, such as:</p> <ul style="list-style-type: none"> -Product types -Value ranges for each input field per product type (e.g., minimum and maximum amounts allowed for principal for 6 x 6) -Rules on withholding tax (e.g., no tax for individual depositor if term is 5 years (1,825 days) or more) -Withholding tax rate per currency code -Formula for computation of documentary stamps tax (DST) per currency code and per product type -File of "national" holidays for computation of expiry/maturity date 	
6	Provides on-line real time facility for each branch to maintain (add, change, delete) a file for "local" holidays	
7	Interest shall be computed automatically by the system using the following base years: 360 days – Regular CID; for Long-Term 1 year (LT1); 365 – Long Term 5 years (LTS)	
8	Allows user to change maturity date of maturity due to sudden declaration of local holiday; change may be before local holiday or 1st banking day after the local holiday	
9	Provides 2 types of withholding tax regardless of document type: taxable and tax exempt (for corporate clients: exempted by AIA such as universities, foundations, etc.)	



	Provides different methods of interest payment, such as: -At expiry date of term -Monthly payment -Quarterly payment -Annual payment -Monthly repricing, all interests paid at expiry date of term -Interest compounded annually; all interests paid at expiry date of document term	
10	Provides different options for C/SI payment, such as: Paid by client -Paid by bank Deducted from first interest payment -Deducted from principal upon termination or pre-termination Paid by bank, deducted from principal if pre-terminated within specified no. of days (e.g., pre-terminated before 356th day)	
11	Provides the following maturity instructions (for information only; no automatic application of instruction): Renew principal and interest at prevailing rate. Renew and re-pay only and credit interest to CASA. Renew principal only and issue MC for interest. Terminate and credit proceeds to CASA. Terminated and issue MC for proceeds	
12	Provides the following sources of payment for placement or additional amount for renewal: Cash -Debit CASA (in-house or inter-branch) UCPB Savings check (in-house or interbranch) UCPB Savings MC Other bank's check (local or inter-regional) -from other TD product	
13	Provides the following modes of payment for interest, termination or pre-termination of principal: Credit CASA (in-house or interbranch) -Manager's Check -Cash -To other TD product To other banks via PHS-RIGS	
14	Mimics placements with "other bank's check" as source of payment for possible pre-termination of deposit while the check is not yet cleared	
15	Disallow duplication of certificate numbers	
16	Generates auto-debiting of client's CASA account if source of payment is debit CASA	
17	Generates auto-crediting of client's CASA account if mode of payment is credit CASA	
18	Generates auto-printing of Manager's Check if mode of payment is MC	
19	Provides automated generation of accounting entries for all transactions	
20	Provides automated generation of transaction tickets for all transactions	
21	On-the-extraction of specific data as of given date or as of cut-off time of current day for computation of bank's liquidity position	
V.B	Placement	
1	Allows cash, check payment or fund transfer from another account, such as CA or SA	

2	Validates interest rate against allowed value; requires supervisor's override if rate is higher than board rate but within the supervisor's authority	
3	Computes the maturity date	
4	Computes amount of DSI based on formula defined by user	
5	Validates if certificate number is already used	
6	Generates certificate printing	
7	Dis-allow user premium over for maturities falling on a Weekend, Holiday and Local Holiday	
8	Branch Calendar to handle Long Term Deposit (i.e. automated/5 years)	
V.C	Renewal	
1	Computes maturity date of renewal term	
2	Computes DSI based on new principal	
3	Validates interest rate against allowed value; requires supervisor's override if rate is higher than board rate but within the supervisor's authority	
4	Generates auto-printing of new principal and renewal terms on the reverse side of the certificate	
V.D	Termination	
1	Allows withdrawal of full amount of principal on expire date of document term, provided that the amount is not on hold or garnished	
2	Computes amount due to client [P + W1 - DST if any] and requires mode of payment	
V.E	Pre-termination	
1	Validates if source of payment for placement is "other bank's check"; alerts user if pre-termination is within 2 days from issue date; provides options to proceed or cancel the transaction with supervisor's override	
2	Computes penalty based on defined rules and formula	
3	Allows user to waive partial or full amount of pre-termination penalty, with supervisor's override	
4	Computes amount due to client; and requires mode of payment	
V.F	Adjustments and Changes	
1	Adjustments on Certificate and Terms: -Allows changes on interest rate, with supervisor's override	
2	Apply or Release Hold: -Allows user to apply hold on portion or full amount of the principal, with supervisor's override -Allows additional application of hold, with supervisor's override	
3	Apply or Release Garnishment: -Allows user to apply garnishment on portion or full amount of the principal, with supervisor's override -Allows additional application of garnishment, with supervisor's override -Allows partial or full release of garnishment, with supervisor's override	
4	Change of Withholding Tax Type:-Allows user to change tax type from taxable to tax-exempt or vice versa, with supervisor's override -Applies new tax type on the unpaid interest	
5	Change of DST Payment Type: -Allows user to change DST payment type, with supervisor's override -Computes amount due from client or a holder due to client as a result of the change	
6	Allows user to change maturity instruction, with supervisor's override	
V.G	Interest Accrual and Payment	
1	On the last banking day of the month, computes and accrues interest up to the last calendar day of the month	
2	Computes withholding tax based on tax type per certificate	

7	For interest payment, computes gross interest (P&I), rounded off to 2 decimal places; reverses Accrued Interest Payable (AIP) balance, if any; books the difference between gross interest and AIP balance to Interest Expense (may be credited if AIP is more than the gross interest)	
4	Accrued interest (daily, monthly, annually)	
VI.	Reports and Inquiry	
VI.A	Generates the following daily reports for all transactions and allows printing at any time during the day for recall/review purposes	
1	summary of transactions per user, similar to CASA T-ER	
2	Proof sheet per user and consolidated per branch, similar to CASA Proof sheet	
3	CIV Transactions Journals	
4	CLO Reports - maturities	
5	Returned checks reports	
6	Inward checks clearing reports	
7	No activity reports	
8	Newly opened accounts	
9	Closed accounts	
10	Dormant accounts	
11	Charges on Dormant Accounts (with adjustment)	
12	Deceased Depositor	
13	Negative Balance Reports/ AB Reports	
14	BSP Reports	
15	PDC Reports	
16	Large Banks provider	
17	Top Depositor per branch	
18	Inactive Reports	
19	Inactive turns active reports	
20	Validation list	
21	Transaction list	
22	CLO charge of rate/term/maturity	
23	LIO Reports	
24	CLO rates above board rates	
25	Adjustments on CLO's	
26	ABR Reports	
27	Deposit liability reports	
28	Highlights of deposit balance	
29	Weekly report on CASA & CTD	
30	MC report for exceeding 180 days	
31	Reclassification of accounts	
32	Monthly report for Marcom - Deposits and Bancassurance	
33	Report on non-moving deposit account for the month	
34	Report on below maintaining and minimum balance account.	
35	Report on Retail or Commercial Client	
36	ATM Cardholder Base	
37	ATM Card Registry (Customized, Quick and eCash)	
38	ATM Card Received Report (Customized, Quick and eCash) – Daily, Monthly or Date Range	
VI.B	Provides facility for online viewing/printing of unacted maturities and reprinting	
VI.C	Generates history of all transactions from issue date to expiry date per certificate (LIO)	
VI.D	Provides facility for online viewing/printing of transaction history of outstanding and paid certificates (TDO)	

V.I.E	Generates ad hoc and regular reports per product type and per transaction type, to include the following	
1	Weighted average interest per product and consolidated for all 10 products	
2	TDS with documentary stamp tax paid by bank	
3	Generates ad hoc and periodic reports on placements, maturities and repricing for monitoring of bank's liquidity position and determination of interest rates.	
V.I.F	Generation of Accounts with Exceptions / Exception Report like freeze; I RCDG accounts	
V.I.G	Generates reports on incoming and payments of deposits for monitoring of movements of accounts	
V.I.H	New Deposit Slab Per Revised F.R.P	
V.I.J	AP/AR Subsidy ledger per Customer	
V.I.J	Generates daily a summary of transactions per current and savings account in a Statement of Account (SOA) format, available for viewing through the back-office facility:	
1	Arranges entries according to time of transaction	
2	Includes the following details - transacting branch/unit, type of transaction, check number, amount of transaction and balance	
V.I.K	Provides automatic reconciliation of interbranch and interbank transactions and generates daily reports	
V.I.L	Generates accounting entries for all posted transactions summarizes them in a proof sheet with balance sheet format	
V.I.M	Generates the following records for all transactions posted online by users and allows printing at any time during the day for end-of-day balancing and call-back review of transactions.	
1	Teller Transaction Entry Report (TTER) per user - includes time, transaction sequence number, type of transaction, amount, check number, type of clearing and no. of clear days (for check deposit), override ID (if any), other details entered by user and remarks (such as, with AIA, dormant, reason for override, etc.)	
2	Proof sheet (summary of transactions, balance sheet format), per user and consolidated per branch/unit	
3	Abstract of Collections, per institution	
4	Cash in Vault Report (grouped by bills, coins and ATMs boxes and with breakdown for bills and coins per denomination)	
5	Abstract of Late Check Deposits	
6	Outward Clearing Checks Report	
V.I.N	Generates a daily consolidated proof sheet or summary of transactions (balance sheet format) for all transactions, per branch/unit	
1	Consolidates transactions from all delivery channels; in-house, inter-branch and interbank; online and batch	
2	Allows interface with RMS for posting in the general ledger	
V.I.O	Clearing Reports	
1	Posted Inward Checks (per branch and consolidated)	
2	DAILY/DAUO Summary (per branch and consolidated)	
3	SFO Funded/Unfunded Summary (per branch and consolidated)	
4	Account Closed Summary (per branch and consolidated)	
5	Final Regular Inward Reports (per branch and consolidated)	
6	Posted Inward Return Report (per branch and consolidated)	
7	Reference Not Found or Un-tagged Check Number Report (per branch and consolidated)	
8	Outward Summary (Bank wide)	
9	Outward Return File (Bank wide) - to be uploaded on Inward Clearing System (ICS)	
10	Account not found (ANF) (per branch and consolidated)	
11	List of improperly handled accounts (per branch and consolidated)	
12	List of accounts with hold restrictions	
13	List of Dormant Accounts	

V.I	Report on Checks already issued (per branch and consolidated)	
V.I	Overall entry list (per branch)	
V.I.P	Generates reports for the day, interface with the existing reporting medium	
V.I.Q	Allows transmission of system generated reports to the customers and other institutions via webmail, e-mail, hard copy	
V.I.R	New Deposit Sizing Per Revised FRP	
V.I.S	Provides report of all settled transactions for review upon setting of Holidays (bank wide/per branch)	
V.I.T	Generates report showing collected and uncollected amounts, per service charge type	
V.I.	Other Facilities and Requirements	
V.I.A	Consultant Payment Crediting System	
1	Handles or supports the Consultant Payment Crediting System with 'straight through' processing	
2	Captures the customer's payment instructions for payables to their Consultants' accounts in an electronic format, with the following details: customer's account number, Consultants' account numbers, names of Consultants, Consultants' codes, amounts due to Consultants, hold instructions for specific amounts, required documents to be submitted for lifting of hold instruction, etc.	
3	Allows payment to the Consultants via: -Issue of Manager's Check (MC) -Credit to CASA accounts maintained in the bank	
4	Processes posting through the tellering system -Automated GL Entry of tellers CTC transactions	
5	Assigns a transaction reference number for monitoring purposes	
6	Considers the transaction as individual transaction of the branch where the customer's account is maintained	
7	Debits the total amount of payables plus applicable fees from the customer's account before applying payment to the Consultants' accounts, partial debit not allowed; DAUD allowed with supervisor's override	
8	Credits CASA accounts of Consultants; allows interbranch credits	
9	Applies hold amounts credited to Consultants' accounts as indicated in the payment instruction	
10	Facilitates auto-printing of MC with interface w/ MC Monitoring System	
11	Facilitates payment to Consultants' accounts maintained in other banks via PPS-RTEs	
12	Allows user to inquire on Consultants' accounts with payments on hold	
13	Provides facility to monitor payments on hold, allows user to enter documents submitted by Consultants and to lift hold	
14	Generates a summary of all payments, grouped by payment mode (MC, credit to CASA, PPS-RTEs)	
15	Generates a summary of payments on held	
16	Generates a summary of payments on held that were lifted, including list of documents submitted by Consultants	
17	Allows electronic transmission of required summaries/ reports to customers via web	
VII.B	PDC Warehousing	
1	Handles or supports the Post-dated Checks (PDC) Warehousing with 'straight through' processing	
2	Captures the details of the PDCs submitted by the customer in a pre-formatted diskette or other electronic format, such as: check number, amount of check, credit date, total amount of checks, etc	
3	Allows interbranch submission of PDCs	
4	Assigns reference number per group of PDCs submitted by customer	
5	Monitors credit date and generates summary of checks due for clearing/presentation	
6	Generates periodic summary of PDCs on hand, arranged by credit date and reference number	
VII.C	Provides online real time facility for maintenance of inward clearing checks with technical defects	

	Allows user in the clearing center or base branch to enter inward clearing checks with technical defects per maintaining branch, with the if information: account number, account name, check number, amount, name of payee, presenting bank and branch, type of clearing (local or inter-regional) and description of technical defect	
2	Allows user in the maintaining branch to view/ print the list and to enter a specific type (honor or dishonor/ return)	
3	For specific type in In dishonor/ return, automatically computes the service charge based on the type of technical defect and debits the account	
4	Allows user in the clearing center or base branch and maintaining branch to view/ print the list with the disposition types	
VII.D	Provides facility for checkbook order system	
1	Automatically computes and debits the account for list of checkbook orders entered through the tellering system, ATM, e-banking, internet banking or mobile banking based on number of checkbooks, check type and unit cost	
2	Generates a daily summary of all checkbook orders per maintaining branch with the following details: account number, check type, checkbook name and number of checkbooks	
3	Converts the summary to a specified file format and transmits the file to the General Services Department or checkbook consultant electronically or via diskette	
4	Maintains a record of checkbook orders per account, with the following details: date ordered and number of checkbooks and allows user to update on its status (e.g. "delivered/ held in vault" or "claimed by depositor" or "claimed by representative")	
5	Provides online inquiry on status of checkbook orders	
VII.E	Handles the following housekeeping functions	
1	Un-tagging of payroll accounts without C/M-PYI transactions for the past 3 months and those with terminated payroll services	
2	Purging of 15-day old no-book entries in excess of 50 entries	
3	Purging of closed savings accounts after a specified period (e.g. 60 days after date of closure)	
4	Purging of all files linked to the closed accounts	
5	Purging of all checks issued after a specified period	
6	Back-up of transactions	
VII.F	Analysis Tool	
1	Provides a "product counseling" facility for marketing/ sales officers and teams to identify the best products and services to offer to a particular customer	
2	Account profitability analysis	
3	CTD what-if analysis tool	
4	Deposit Analysis Reports	
5	Error of Corrective Words	
6	Amount Figures and Wording to the MC, CTD and other checks related	
VII.G	Provides facility for prepaid cash card (ecash card)	
1	Assigns card number instead of CA/SA account number	
2	Provides security features similar to ATM card (password, allowed no. of tries, etc.)	
3	Allows value loading through cash payment or fund transfer from a CA/SA account via tellering system, ATM, mobile banking, internet banking.	
4	Allows ATM withdrawals and POS transactions (in-house and interbank)	
5	Allows withdrawal through over-the-counter via tellering system	
6	Allows fund transfer to another card or to a CA/SA account via ATM	
7	Allows cardholder to inquire balance through ATM and tellering system	
8	Generates daily, monthly and ad hoc reports, balances separate from CA/SA/TD balances	
VII.H	Supports POS transactions	
VIII	Supports issuer and acquirer transactions channeled through BancNet	
1	Allows option to display or print balance inquiry	

	Monitors the following: - status of line - status of device - status of cash per denomination - total withdrawals	
3	Provides real time inquiry of: - status of line - status of device - status of cash per denomination - total withdrawals - total cash position of a terminal's MC module terminal ID, model and location for monitoring	
VIII	Automated MC Registry and Monitoring	
VII.K	Automated Accountable Forms & Supplies Inventory	
VIII.L	Real time posting of all transactions (through tellering, ATM, POS, internet banking, mobile banking, ECR, etc.) and real time updating of balances of accounts	
VII.M	ATM Services	
1	Cardless Withdrawal	
2	Cardless Deposits	
3	ATM Bills Payment	
VII.N	Override dual control (password and fingerprint)	
VII.O	Online Queuing system for branches over the counter transactions	
VII.P	MC Writer	
1	Handles or supports the MC writer with "straight through" processing	
2	Captures the customer's payment instructions for issuance of MC to the Consultants in a preformatted diskette or other electronic format with the following details: customer's account number, names of Consultants, Consultants' codes, amounts due to Consultants, etc.	
3	Processes existing through the tellering system	
4	Assigns a transaction reference number for monitoring purposes	
5	Deducts the total amount of advances plus applicable fees from the customer's account before printing the MCs; partial debit not allowed; DAUD allowed with supervisor's override	
6	Allows debiting from one or more accounts of the customer	
7	Allows debiting of customer's account upon presentation/ negotiation of MC	
8	Facilitates auto-printing of MC; with interface with any model of Epson line printers, HP dot matrix printers and passbook printer; with interface with MC Monitoring System	
9	Facilitates auto-printing of check voucher or equivalent with the following details: check number, date, name of payee, amount of check, invoice number, PO number, gross amount, deductors with description and other information that may be required by the customer; with interface with any model of Epson line printers, HP Desk Jet printers and passbook printers	
10	Provides facility to monitor the number of days from issuance of MC to releasing to buyer/ authorized agent to presentation/ negotiation	
11	Computes the number of days float, from date of debit from customer's account to date of presentation of MC	
12	Computes income from float days for credit back to the customer	
13	Generates summaries of daily and monthly number and value of disbursements and number of checks, per transaction, per customer or per branch	
14	Generates a summary of MC issuances	

15	Generates a periodic summary of outstanding and negotiated MCs, arranged according to customer and then transaction reference number	
16	Allows electronic transmission of required summaries/ reports to customers via web	
17	MC Monitoring	
VII.Q	Commercial Check Writer	
1	Handles or supports the Commercial Check Writer with 'straight through' processing	
2	Same features of MC Writer except that the customer's checks instead of MCs are used	
3	Allows electronic signing or electronic creation of signatures	
4	ATM attachment via Web or Mobile	
5	Allows to receive e-money	
6	From money market	
7	From trust	
8	To money market	
9	To trust	
10	Should be centralized	
11	Money Market in Trust	
VII.R	Second Enclosed Check Accommodations	
VII.S	Check Writing & Cutting Facility	
VII.T	Electronic Check Deposit	
VII.U	Trust / Investment	
1	Money Market	
2	Trust	
3	Securities	
VII.V	ATM System	
1	Handles the following transactions through the ATM based on defined rules and limits per day - Balance inquiry - Withdrawal Debt bills payment - Fund transfers - Checkbook request - Statement request - Envelope deposit (with cash enclosed) - Real time cash deposit - Change (IN) in terminal, web, mobile - Prepaid card (mobile phone and internet) -Card less Withdrawal-eCash Card	
VII.W	Supports the following terminal models:	
1	Siemens Nixdorf (OS/ N+)	
2	NCR (OS/2 Warp)	
3	IBM Ontron (N1)	
4	IBM Diebold (OS/2 Warp)	
VII.X	Supports the following device drivers:	
1	NDC and NDC+	
2	Diebold	
VII.Y	Supports software and hardware DES and Triple DES, interfaces with any industry standard F5M	
VII.Z	Supports SNA LU6 and LU7 connections to the terminals	
VII.A.A	Supports IP connection to BancNet	
VII.A.B	Supports terminal maintenance and status monitoring.	
1	Allows real-time download of new terminal	

2	Allows real time maintenance of terminal parameters
3	Allows automated and non-damaging initiation

ANNEX C-2

**CORE BANKING SYSTEM
UCPB SAVINGS, INC. (UCPBS)**

FUNCTIONAL REQUIREMENTS

Loans Module

CORE BANKING SYSTEM PROJECT - Request for Proposal

Functional Requirements		
No	Requirements	Statement of Compliance
I. LOANS		
I.1. Loan Products		
A.	Equal Amortization	
1.	Principal plus Interest - Fixed Equal Amortization over 360 (below 1 year) or 365 (over 1 year)	
2.	Principal plus Interest - As Earned Interest Amortization over 360 (below 1 year) or 365 (over 1 year)	
3.	Principal plus interest - Bi-Monthly Amortized on over 360 (below 1 year) or 365 (over 1 year)	
B.	Balloon Amortization	
1.	Monthly Interest and Principal at Maturity (fixed for 30 Days)	
2.	Monthly Interest and Principal at Maturity (As Earned Interest)	
3.	Fixed Equal Monthly Interest and Principal at Maturity	
4.	Interest and Principal at Maturity (1 Amortization only)	
C.	Quarterly and Semi-Annually Amortization	
1.	Principal plus Interest - Quarterly Equal Amortization over 360 or 365	
2.	Monthly Interest and Quarterly Payment on Principal over 360 or 365	
3.	Monthly Interest and Semi-Annually Payment on Principal over 360 or 365	
4.	Quarterly Interest and Semi-Annually Payment on Principal over 360 or 365	
D.	Advance Interest Payment Scheme Amortization (UID - Unearned Interest Discount)	
1.	Rediscounting Principal at Maturity Interest collected in Advance with 1 Amortization Only with UID Ledger	
2.	Check Rediscounting Interest collected in Advance based on Principal on a staggered basis thru Check Payment with UID Ledger	
3.	Monthly Interest and Principal at Maturity (Interest collected in Advance or Unearned Interest Discounts with Ledger)	
E.	Flexible Amortization - Specially for Restructured Loans	
1.	Customize Amortization - (Example: First 6 Months - Monthly Interest and Next 6 Months Principal plus Interest; Combination of all payment scheme like monthly, quarterly, semi-annually and etc.)	
II. Loan Application and Document Process		
A.	Loans Origination System	
1.	LLOS - Loans Origination System that can be able to interface with Core Banking System	
1.1.	Online facility for clients and bank users to view/ inquire all loan products and features	
1.2.	Online transmission of loan application details from selected clients and selected users in the bank via bank's network and web	
1.3.	Online facility that allows clients/ specific bank users to enter the required details of loan application	
1.3.1.	client information, such as name, address, etc. (accepts multiple addresses)	
1.3.2.	industry or profession (for individual loan applicants)	
1.3.3.	citizenship (type of residency for non-Filipino)	
1.3.4.	type of loan, purpose, etc.	
1.3.5.	details required for specific types of borrowers (e.g., accredited real estate developers for real estate loans)	

1.3.6	loans with other banks/ institutions (bank/branch, type of loan, original amount, outstanding balance, etc.)
1.3.7	deposit accounts (bank/branch, type of account, average daily balance for the past no. of months, etc.)
1.3.8	balance of account (developer, broker, walk-in, referred by branch, referred by other bank unit, etc.)
1.3.9	payment of loan application fees (appraisal, etc.)
1.4	Provides the loan application data entry with help function key that will display lists of options for selection by the client/bank user (e.g., industry, profession, type of loan, purpose, required documents depending on type of car, loan application fees, etc.)
1.5	Allows the client / bank user to print the loan application form after transmitting the details
1.6	Provides client/ bank user an online facility on status of loan application and other relevant information
1.7	Provides facility to track referred loan by Dealer/Agent/Broker/Account Officer
1.8	Provides facility for CSA format requirements
1.9	Provide internal credit checking, credit scoring and compliance check
1.10	Structured workflow for automated routing of application/process ing/approval
1.11	Support different origination channels
1.12	Support different loan product and car types
1.13	Online facility for inquiry on client's profile
1.13.1	customer background
1.13.2	loan account history: outstanding balance, repayment rating, amount due, pay-off balance, interest rate
1.13.3	borrowing and non-borrowing relationships with other units in the bank
1.13.4	rating history of loan account, date of rating, methodology, key data used to derive ratings, name of person who gave the rating, etc.
1.13.5	deposits with the bank and other banks/ institutions
1.13.6	handling of deposit accounts (FDCH, NCD, purchased, returned checks, etc.)
1.13.7	CMAF and other negative listings
1.13.8	bad credit loans/ Blacklisted Clients
1.14	Online facility for automated processing/scoring and approve / disapproval of car application transmitted by loan applicant or bank user, based on defined rules
1.14.1	auto-generated approval notice and reference number
1.14.2	Automatic printing of credit approval for approved applications
1.14.3	automated generation of report on approved and disapproved applications
1.15	Provides template for Credit Recommendation and Approval Memorandum (CRAAM) or equivalent for user to enter information for the approval of car application (not qualified for automated scoring/ approval)
1.15.1	existing and past accounts (direct/ related accounts)
1.15.2	repayment history
1.15.3	group affiliation/ related accounts
1.15.4	credit investigation and appraisal reports
1.15.5	other information to justify recommendation
1.16	Automated computation of liquidity, solvency, leverage and other ratios
1.17	Online real time facility for routing of CRAAM or equivalent to specific users for endorsement and approval, based on defined rules and approving limits
1.18	Online real time facility for user to endorse or approve/ disapprove CRAAM or equivalent and to enter other information, such as additional terms and conditions, reason for disapproval, etc.
1.19	Online facility for inquiry on approving authorities and limits of all types of loans

1.20	Online real time facility to view/ inquire status and location of CRAM or equivalent
1.21	Online real time facility to view/ print approved/disapproved CRAM or equivalent
1.22	Online facility for automated creation of Credit Recommendation and Approval Memorandum (CRAM)/Policy Exception (PDEX)/Loan Release Sheet or Loan Release Statement LRS/Acknowledgment Sheet/Request for Booking Form
1.23	Online facility for user to enter required loan documents for approved loan and to update the following information to facilitate monitoring of non-submission of the requirements
1.23.1	deadline for submission
1.23.2	actual date of submission
1.23.3	status (e.g. RFM for registration with the Register of Deeds, PN lacks co-signer's signature, etc.)
1.23.4	loan submission Control
1.24	Online transmission of the list of required loan documents to loan applicant/bank user via bank's network or web
1.25	Allows use of document scanner to capture images of loan documents, such as Transfer Certificate of Title (TCT), Motor Vehicle Registration (MVR), etc, and links scanned images to the loan account
1.26	Allows user to view the scanned images
1.27	Automatic drafting of standard loan documents depending on the type of approved loan and security/collateral, such as Promissory Note, Loan Agreement, Disclosure Statement, REM, etc
1.28	Capability to customize loan documents, amendment of standard documents ('Automated Loan Documents')
1.28.1	Deed of Assignment
1.28.2	Assignment of Claims and Accounts
1.28.3	Agreement to Purchase Accounts Receivable
1.28.4	Borrower's Information Sheet
1.28.5	Authority to Deliver (Attest)
1.28.6	Letter of Authority (Release of loan proceeds)
1.28.7	Collateral Receipt
1.28.8	Deed of Undertaking
1.28.9	CA/SA Debit Memo
1.28.10	Promissory Note (Corporate Loan Accounts)
1.28.11	Disclosure Statement (Corporate Loan Accounts)
1.28.12	ULANA (Real Estate Loan Accounts)
1.28.13	Loan Agreement
1.29	Automobile Details for Monitoring and validation (like Brand, Year Model, Type and etc.)
1.30	Monitors accounts due to renewal of credit investigation report
1.31	Provides line indicator for revolving and one-time availability of facilities, option to extend expiry of one-time availability, with supervisor's override
1.32	Automated computation of loanable amount of primary borrower/co-maker based on the required credit ratios, terms, rates and other terms and conditions of accredited companies
1.33	Provides facility to install credit with 'straight through' processing (i.e. from initiation to booking and posting of transaction and generation of report)
8.	Loan Release System
1.	LRS (Loan Release System) - that can be able to interface with Loan System (Core Banking System)
1.1	Reviews and approval of Loan Documents/Application
1.2	Enables to print PN and disclosure statement

1.3	Allows 1 or combination of disbursement options for one transaction and multiple CA/SA accounts or payees for MC.	
1.4	Automatic printing of Manager's Check; with real time interface to MC monitoring facility	
1.5	Provides options to apply hold and lift hold on Manager's Check and to enter reason for hold, with supervisor's override	
1.6	Generates reports on Manager's Checks and CA/SA accounts with outstanding hold orders that will include date, time, user who applied the hold order, overriding ID and reason for hold.	
1.7	Stand BI Should be sent by Lending Unit - a soft copy and scanned copy with signature .	
1.8	Defines taxable and tax exempt clients in relation to final withholding tax (for Exit loans) and credit withholding tax, etc.	
1.9	Provides Central Liability System (CLS)	
1.10	Provides facility for Data Warehousing (for Loan Document purposes);	
C.	Data Management System/Docuya	
1	DMS (Data Management System), Appraisal System and Docuya - that can be able to interface with Core Banking System	
1.1	Provides online inquiry on accounts with lacking loan documents and those w/ pending requirements, such as registration with the Register of Deeds, etc.	
1.2	Loan Documents that's need to validate and also for checking and monitoring purposes.	
1.2.1	Provides online facility to check and review all required loan documents	
1.2.2	Policy exception	
1.2.3	CRM	
1.2.4	Credit Advice	
1.2.5	Amendment Form	
1.2.6	Loan Release Statement/Borrowers Information Sheet	
1.2.7	Loan Pay Sheet	
1.3	Automated generation/ printing of notice/ reminder to client to cancel annotation on the Transfer Certificate of Title	
1.4	Automated generation/ printing of notice or follow up letters to be sent to the clients for submission of the following documents	
1.4.1	updated insurance policy and official receipt	
1.4.2	real estate tax receipt and tax declaration	
1.4.3	updated official receipt for motor vehicle registration	
1.4.4	IR, audited financial statements, statement of assets and liabilities	
1.5	Insurance Monitoring Report - to extract list of expired and to expire insurances	
1.6	Additional facility in the system to record the insurance details (e.g. inception date, expiry date, Name of Insurance Provider, Policy No.)	
1.7	Provides facility for transmission of notice/ reminder to client via web	
1.8	Generates report on accounts due for renewal of credit, investigation reports on a specified period (e.g. due 3 months from report date)	
1.9	Generates report on collaterals due for re-appraisal on a specified period (e.g. due 3months from report date)	
1.10	Provides facility for monitoring of undertaking of borrowers in relation to the projects funded by the bank and submission of additional documents according to the progress of projects (e.g. status of project completion for real estate loans to accredited developers, submission of TCT, etc.)	
1.11	Generates periodic and ad-hoc reports on collaterals - inventory of all collaterals, arranged per client number or client name or per loan account number, etc..	

1.11.1	Allows set up of collateral for each credit line/facility that includes description of property, FMV, date of appraisal, annotations in the title, such as pending legal actions, claims vs estate, reconstitution, etc.	
1.11.2	Allows change of collateral during life of car	
1.11.4	Inventory of items held as collateral and items held for safekeeping	
1.11.5	Allows partial and full release of collateral with supervisor's override	
1.11.3	Monitors collaterals due for re-appraisal	
1.12	Facility for loan document imaging and archiving	
III. Loan Booking		
A.	Loan Avernement/ Release	
1	Online facility for user to view, cancel avernement/release and to enter details such as principal amount, term, rate, principal and interest payment schemes, etc.	
2	Loan System will automatically provide a NEW PH No. Or Loan No. for every banking transaction upon creation of Customer Information or loan application from LOS	
3	Retain existing Premonitory Note or Loan Numbers (Migration of accounts from old to new)	
4	Loan Product Code or Branch Code for creation of PH no. or Loan No. for specific type of loan product	
5	Automated computation of documentary stamp tax and other charges/ fees with exemption subject to Supervisor's override	
6	Provides option for progressive/ partial drawdown	
7	Automated computation of loan proceeds	
7.1	with standard fees/ charges automatically deducted from the principal amount	
7.2	with standard fees/ charges paid separately	
8	Provides options for disbursement of loan proceeds:	
8.1	Credit to Account	
8.2	Stand DI Crediting (for Auto Loans)	
8.3	Only one branch is authorized to download it for a batch credit	
8.4	Manager's check	
8.5	On-line real time interface with Deposits System for crediting the CA/SA accounts for car proceeds	
9	Automated computation of allowance for credit losses	
10	Able to input secured/unsecured amount of loans	
11	Allows "one month advance" scheme for all type of loan	
12	Requires supervisor's override for specific transactions if there's some terms	
13	Allows value dating/back dating of loan on date of release of proceeds or prior to actual date of release of proceeds, with supervisor's override	
14	Loan System will receive alert/online alerts from Loans Origination System that the approved loan applications/documents are ready for booking	
15	Allows assigning/re-assigning of accounts to Account Officer, Department and Division	
16	Alerts user during online set-up for expiration/maturity of the CRAM	
17	Credit line expiry date	
18	Credit limit line facility	
19	Provides online facility for monitoring of Entity/Co-Maker limit	
20	Entity Limit (Credit limit line/facility for Teacher's Loan and Other Government, Non-Government and Private Entity - for Monitoring)	
21	Co-Maker Limit (Credit limit line/facility for Teacher's Loan and Other Government, Non-Government and Private Entity - for Monitoring)	
22	Provides online facility for user to set up the credit line.	
23	Provides sub-limits to facilities launched under an omnibus facility	

24	Allows group accounts sharing common facilities	
25	Provides facility to transfer loan account from one branch to another branch/lending without deletion of loan account details	
26	Provides facility for grouping of loan accounts by Entity on Teachers Loans & Non-Government Entity Loans	
27	Entity Creation - Loan account creation	
27.1	UGC and other government agencies	
27.2	Private entities	
27.3	Salary Loan with one UG Entity number per group Salary Loans Accounts	
28	Facilities facility to map, migrate and convert existing account data and balances into new system	
9.	Adjustments, Extension, Renewal, Roll over, Past Due, Restructuring and Etc.	
1	Allows change of due date, with authorization or supervisors override	
2	Allows extension of maturity date/ shortening of term, with authorization or supervisors override	
3	Allows change in interest rate, with authorization or supervisors override, and automatically adjusts amortization schedule due to the change	
3.1	Increase or decrease in amortization; remaining term unchanged	
3.2	longer or shorter remaining term, amortization unchanged	
4	Automated generation/ printing of new amortization schedule due to revisions in interest rate, payment schedule and maturity date	
5	Allows account restructuring, renewal, roll over, ROPA and rederemination	
6	Provides facility for restructuring of past due accounts	
6.1	Movement of due date/ loan amortization	
6.2	Movement of maturity	
6.3	Change of amortization	
6.4	Balloon payment	
6.5	Allows 'curing period' with automatic endorsement to Legal Services if account defaults within the curing period	
6.6	Automatic inclusion of restructured account in the 'Watch List'	
6.7	Generates a periodic report of all accounts in the 'Watch List' Portfolio	
6.8	Service charges (e.g. MRR) (Amortized)	
7	Facility to capture conditional terms for restructured loans and alerts user if the condition occurs (e.g., waive all or % of penalties and/or interests due to be collected when the restructured loan will become past due again)	
8	Automated reclassification of accounts in arrears from current status to 3 types of past due status or vice versa, internal past due based on internal guidelines and BSF past due based on RSB guidelines or (RSP Circular 941 and 1011)	
9	Automated reclassification of past due accounts to ICL from IL to current or restructured based on defined rules	
10	Computes estimated loan loss reserves of past due loan accounts outstanding balance	
11	Allows write-off of past due account leaving a nominal value of Rs 1.00	
12	Generates aging report of loans per booking unit, per A.O. a units, with the following information:	
12.1	actual past due amount (amortization)	
12.2	outstanding balance of account	
12.3	outstanding balance less ROI for accounts over 90 days past due	
12.4	due date	

14	System should have the capability / allow grace/holiday period. I.e. It must be able to allow the bank to give principal repayment relief to borrowers for some specific periods and during grace period system should have the capability to usually a locate outstanding principal for the given installments throughout the life of a loan).	
15	System should have the capability to accept different amortization amount or interest rate for different periods within the loan term	
16	Allows user to modify repayment mode from one another (e.g. From monthly to quarterly or vice versa without closing the loan) with Supervisor's override	
17	Allows to modify the original loan amount, increase or decrease loan amounts, if necessary, with the approval of lending and supervisor's override.	
18	Facility for the ledger/schedule of Capitalized Interest and Other Charges.	
C.	ROPA System	
1	ROPA - Real and Other Properties Acquired System that can be able to interface with Core Banking System	
1.1	Facility to monitor all ROPA Accounts	
1.1.1	List of all ROPA Accounts	
1.1.2	Monitoring for Voluntary surrendered unit (Decion en Pago)	
1.1.3	Monitoring for Repossessed Unit (Reacquired by banks from buyers)	
1.1.4	Generation by bank personnel (Handled by Previous Account Officer or Present Account Officer)	
1.1.5	Generation on when unit was disposed and details of buyer	
1.1.6	Complete details of (Real Owned Property Assets) units	
1.2	Online facility for inquiry on status of loan accounts under litigation	
1.2.1	Aging and Other Related Expenses	
1.2.2	Periodic / regular status reports from external lawyers and collector agencies	
1.2.3	Aging of legal accounts with status	
IV.	Loan Payments	
A.	Payment Arrangement	
1	Allows advance payment and short payment	
2	Allows full and partial pre payment	
3	Applies payments based on defined hierarchy (Penalties/Charges, Interest and Principal) in Vertical or Horizontal	
4	Option to apply payment manually (with supervisor's override)	
5	Allows single payment vs multiple loan accounts (variable Clients with multiple loan accounts)	
6	Batch posting of payments	
7	Allows value dating of payment and grace period on loan payments due, with supervisor's override	
8	Automatically computes and applies penalties for past due accounts	
9	Automatically computes and applies discount for prompt payment	
10	Automatically computes and applies penalty for prepayment	
11	Allows partial or full reversal of past due penalties, discount for prompt payment and penalty for prepayment, with supervisor's override	
12	Allows reversal / adjustment of loan payment	
13	Allows posting of transaction during off-line	
14	Print time of OIC loan payments (directly to account)	
15	Upon transaction of seller e.g. Loan payment; the payment shall be automatically be posted in PN. So that the data will be updated at the end of this day, no need for a payment relay	
16	Online/ real time or batch interface to Deposits System for loan payments to be debited from CASA accounts or other forms of payment recorded through the Telerouting System	

17	Real time update of loan payment in the Loans System
18	Validates Promissory Note number sent by Deposits System and authorizes acceptance of payment/ posting in the Deposits System
19	Automatic printing of draft memo / official receipt
20	If loan payment is for supervised credit or legal account, sends message to Deposits System to indicate the phrase 'without prejudice to any legal action the bank may resort to' - the Official Receipt or draft memo
21	Facility for Loan Payment Calculator
22	Allows excess payment and applies to principal, interest, AR, AP, etc., based on defined rules (with Approval)
23	Online facility to view/ print inquiry on excess payments of borrowers
24	Generates reports on excess payments
25	Provides facility for non-timing of Bills Payable for special funded loans
25.1	Provides facility for user to maintain amortization table for each special funded item
25.2	Allows user to change amortization table, with supervisor's override
25.3	Provides facility to match Bills Payable with the client's loan with the bank
25.4	Generates a report on payments due to the special funds' providers
B.	Mode of Payments
1	Automatic debit from enrolled C4/S4 accounts - (A/D)
1.1	Facility for A/D payment through CASA (Automatic Debit Arrangement for automatic payment application to bank)
1.2	Interface with the Deposits System to link deposit accounts with the loan accounts
1.3	Automatic notification to borrowers regarding manual/automated debit transaction that has been performed for loan payments, e.g. email, text messaging
2	Postdated check (Automatic posting per due date)
3	Over-the-counter payment in any IISB branch (Banking System)
4	Bank Transfer thru BIS Payment
5	E-wallet (for integration)
6	E-cash card (for integration)
7	Mobile or Online Banking (for integration)
8	Automated generation of exception report for transactions due to insufficient funds (for PDC and A/D)
9	Automatic notification to borrowers regarding transaction for A/D or PDC that the account is insufficient or not funded and DAIU, e.g. email, text messaging
C.	Collection System
1	Collection System - that can interface with Core Banking System
2	Automatic printing of different types of collection letters based on delinquency/ age of past due accounts
3	Automated facility to monitor the collection letters and captures the following information.
3.1	date and nature of last letter sent
3.2	date when the letter was received by client
3.3	name of the person who received the letter
3.4	text block
3.5	email (by batch)
3.6	Automatic reminder (Amortization dues are called)
4	Facility to handle various packages in settling loans (e.g., DS, waive penalties and/or interest, restructuring principal repayment, accounts under compromise agreement, etc.)
5	Online facility for user to enter/ update status of loan accounts under litigation
6	Online facility for automated creation of filing statement
7	Telephonic collection system with automatic dialer

7.1	allow user to input result of calls and calendar further action or steps required	
7.2	track e ' calls made	
7.3	measure efficiency per user	
V.	PDC Warehousing	
A.	Monitoring of Postdated Checks	
1	Provides online facility for postdated checks (PDC) submitted by clients for payment of monthly amortization to facilitate monitoring of maturities, clearing results (honored or dishonored by drawee banks), replacements, etc	
2	Generates report on checks due for presentation/ clearing with the drawee banks on the next banking day	
3	Allows user to hold clearing/ presentation of matured PDCs for specific loan account, past due or legal account and to enter reason for holding, with supervisor's override	
4	Generates report on PDCs under hold	
5	Allows replacement of PDCs, with supervisor's override	
6	PDC monitoring facility that generates accounts with lacking postdated checks / PDC Notice letter (3 months before lacking of PDC's)	
7	Notification for lacking of postdated checks/PDC notice letter (3 months before lacking of PDC's), thru email and SMS	
8	checks that were dishonored/ returned by the drawee banks for reason 'Account Closed' so that the client will submit a new set of postdated checks	
9	checks that were dishonored/ returned by the drawee banks for other reasons	
10	Interface with Deposits System for PDCs drawn on USB to disallow online or auto closure of current account with PDCs while the loan is outstanding	
11	Provides facility for PDC warehousing and payment application	
VI.	Computation of Interest, Other Charges and Expenses	
A.	Effective Interest Rate Method	
1	Provides options for various accounting / interest Computation methods applicable to different loan products	
2	Effective Interest Rate Method computation for the following:	
2.1	Interest/Accrued Interest	
2.1.1	Automatic processing of interest accrual based on defined rules, such as,	
2.1.2	accrued daily for accounts with current status only	
2.1.3	no accrual for past due accounts including terms in litigation	
2.1.4	Allows freezing of interest accrual per loan account, with supervisor's override	
3	Unearned Interest Discount; with separate loan ledger/	
4	Other Deferred Charges (Credit side) Amortized;	
5	Other Deferred Expenses (Asset side);	
6	Capitalized Interest and Other Charges (related to Re-structured loans) (Amortized)	
7	Provides ledger for Other Deferred Charges/Unearned Interest/Discount/Other Deferred Expenses/Capitalized Interest and Other Charges	
B	Moratorium or Amortization	
B	Amounts Due/Maturity and Repaying	
1	Automatic computation of amounts due from client, with breakdown of principal, interest, penalties, AR, etc	
1.1	due for current date	
1.2	due for future date	
1.3	pay-off balance as of given date which includes other receables due from the borrower	
2	Online facility to view/ print statement of account(SOA), per client or per account, that will include principal, interest, penalties and other receables, such as advances for insurance premiums, litigation expenses, etc	

3	Provides facility for transmission of SOA to the client via web	
2	Facility for loan accounts that subject for repricing for monitoring with approved rates, date of repricing, etc etc	
4.1	Automated generation of reports on loans due for payment / repricing	
4.2	Amortization schedule for loans subject to extra lump sum payment	
4.3	List of accounts due for payment (principal/ interest)	
4.4	List of accounts due for repricing	
4.5	Automated generation/ printing of repricing letters	
VII.	Booking and Accounting	
A.	Loan Transactions and Accounting Entries	
1	Automated generation of accounting entries for all loan transactions	
1.1	loan availments/ releases - new, renewal, roll-over, restructuring, etc	
1.2	loan payments - principal, interests, penalties, loan related AP, loan fees, budget on expenses, etc	
1.3	accrual of interest	
1.4	amortization of O.D	
1.5	re-classification of BNP past due account, items under litigation	
1.7	Capitalized interest and Other Charges	
1.8	Other Deferred Charges (Credit Side)	
1.9	Other Deferred Expenses (Asset Side)	
1.6	Applicable taxes GRT	
2	Automated generation/ printing of transaction tickets	
4	Maintainable fields for the particulars of loan transactions	
5	Generation of event trail for all posted transactions (including date, time, terminal ID, user ID, override ID)	
6	Real time posting of all G. entries of all loan transactions (booking, posting and adjusting entries)	
7	Real time generating of all booked, posted and adjusted entries.	
B.	Loan Ledger Reports	
1	Provides multiple currency SL	
2	Provides SL for each client with loan related AP, AR	
3	Provides Journal/Subsidiary ledger for each account with complete loan details or particulars for specific transactions to avoid float accounts	
4	Provides Journal/Subsidiary ledger for specific loan classification, loan type, loan status and etc	
5	Provides SL for each loan account under special lending program (Bills Payable to other financing institutions/special funds providers)	
6	Automated computation of GRT (Gross Receipt Taxes)	
VIII.	Maintenance	
A.	Parameters	
1	Online and real time facility for user to maintain (add, edit, delete) features of various loan products	
2	Able to create/modify loan products with different mode of amortization/schedule	
2.1	Top up monthly amortization (Amort + Insurance)	
2.2	Top up monthly amortization (Amort + Accrued Interest) Moratorium	
3	Able to sort created loans in case of errors without deleting PNs but subject to over ride.	
4	Online facility for Admin to maintain (add, edit, delete) the parameters for the details required for online loan application date entry	
5	Online facility for Admin to maintain (add, edit, delete) the authorizing authorities/ rights for all types of loans	

6	Online facility for Admin to maintain (add, edit, delete) parameters for computation of loanable amount	
7	Online facility for Admin to maintain (add, edit, delete) parameters for the computation of fees, charges and loan processes	
7.1	with standard fees/charges automatically deducted from the principal amount	
7.2	with standard fees/charges paid separately	
8	Online facility for Admin to maintain (add, edit, delete) parameters for the rules for interest computation, accrual, etc	
9	Online facility for Admin to maintain (add, edit, delete) parameters for the computation of past due penalties, over-limit or prompt payment and penalty for prepayment	
10	Online facility for Admin to maintain (add, edit, delete) parameters for the rules for excess payment	
11	Online facility for Admin to maintain (add, edit, delete) parameters for internal and BSP rules on reclassification of accounts from current to past due, to IDL, etc.	
12	Online facility for Admin to maintain the parameters for computation of loan loss reserves	
13	Online facility for Admin to maintain the parameters for computation of single borrower's limit as prescribed by BSP	
14	Facility to handle "what-if" scenarios during on-line product inquiry (e.g. schedule of monthly amortization given the type of loan, principal amount and term)	
15	Online facility for Admin to maintain the parameters for DCs/R and bank's subsidiaries accounts	
16	Online facility for Admin to maintain (add, edit, delete) parameters for Moratorium (for interpretation and computation adjustment)	
17	Able to detect that the maturity date will not fall on holidays, Saturdays and Sundays	
18	Audit trail and history logs for all loan activities and transactions	
19	Compliance to BSP Circular 941 and 1011	
IX.	Reports	
A.	Loan Reports	
1	LPA (Schedule of Loan Portfolio Analysis)	
2	Loan Booking/Re-use Report	
3	Accrual Report (SL of AIR as of given date)	
4	Past Due Ratio Report/Monitoring	
5	Loan Payment Report	
6	Loan Repayment / Loan Status Monitoring	
7	Aging Report	
8	Loan Listing Report	
9	Loan Purpose Industry Report	
10	Loan Principal Amortization Collection Report (Monthly)	
11	Closed Accounts Report (Daily, Weekly, Monthly, etc.)	
12	MRI Reports	
13	Billing Statement Report (For Teacher's Loans, other Government and Non-Government Entity Loans)	
14	Past Due Reports (941 and 1011) and Past Due Reports - Per entity (for Teacher's Loans, Government and Non-Government Entity)	
15	Loans Granted to Local Government Units (LGL) – Submitted to Compliance Division	
16	Loan Borrowers – Submitted to DEPFO (for Teacher's Loans)	
17	Notes to Financial Statements (for Loans & Deposits)	
18	Automated computation of G.R.T (Gross Receipt Taxes)	
19	Non-Starter Reports (for New Bankings with no payments on their 1st due date)	
20	Accounts Payables and Accounts Receivables Reports	
20.1	- With complete details per loan account.	

20.2	With aging	
21	Incentives and Other deferred charges Report	
22	Capitalized Interest and Other Charges (CAPINTOTU) Report	
23	Top 50 Borrowers	
24	PFMS 0 (Preference Financial Reporting Standards)	
25	Credit limit facility (For Commercial/Corporates, Small Business Units and Etc.)	
26	Group/Related accounts vs Single Borrower's Limit (SBL) prescribed by BSP	
27	Large Exposure (per BSL classification on individual or group/ related accounts of the bank)	
28	Individual industry exposure of the bank, Related Party Transactions and Affiliates	
29	Total availments vs approved credit line, per AD or booking unit	
30	Generates report on fully paid loans with outstanding loan loss reserve balance	
B. Generation of Reports		
1	Provides data warehousing facility for flexibility in generating reports	
2	Generates periodic (daily, weekly, monthly, etc.) and ad hoc reports on loan releases, collections, etc	
3	Online facility to view/ print loan history of fully paid and outstanding accounts	
4	Generates report on waived past due interest and penalty charges, per AD, per booking unit	
5	Generates certification of loan balances with the following phrase at the bottom of the page: 'This is system-generated and does not require signature of a bank officer.'	
6	Retains specific reports for a period of 3, 5 and 10 years	
7	Interface with other bank systems for specific data required in the reports, such as Quarterly Statement of Condition for BSP	
8	Interfaces to and facilitates import and migration of data from/ to 3rd party regulatory reporting systems, such as RSP, RAP, AM-A, CMAP, and etc	
9	Downloads/Uploads File for different loan reports (Excel and PDF file)	
C. Management Information		
1	Loan Product Code	
2	Loan Classifications	
3	Loan Purpose	
4	Loan Security	
5	Loan Product Classifications (Consumer and Commercial Loan Products)	
6	Loan Product Classifications - Per Entity/Unit/Group/Cluster/Branches/Accredited Developers/Etc.	
7	Liquidity Credit Ratio	
8	Loan Release per HU/Lending Dept./Branches/Branch Lending	
9	Account Classifications	
10	Co-maker Lending/Co-Borrower/Attorney In-fact/Signatory for a judicial entity	
11	Loan Status/Listing as to stage of impairment	
12	Reports for Reclassification to NCPA	
13	Reports for list of new, rollover, renewal, extension, continuation/conversion, restructured (creation type)	
14	Past Due Monitoring – Per product/Account Officer (daily, monthly, yearly)	
15	Reports on Past Due Accounts (941 and 1011)	
16	Past Due Reports per Entity (Banker's, Government and Non-Government Entity)	
17	Moratorium Report	
18	Non-Starter Accounts	
19	Collection Efficiency Report	
20	Fees & Charges Collected (upon booking and payment)	
21	Loan Collateral Information (for Consumer and Commercial/Corporate Loans)	

22	Loan Credit Facility (Approved Amount/ Expiration/ Outstanding)
23	Loan balances w/ th Average Due Balance (MTD & YTD)
24	Industry and Economic Activity Classification. (Philippine Standard Industrial Classification)
25	Records for lacking or Post Dated Checks per Account
26	Accounts Due for Re-pricing
27	Notices/Letters:
27.1	Thank you letter
27.2	Repricing Letter
27.3	Demand Letter
27.4	Post Dated Checks Notice Letter
27.5	Collection Notice Letter
28	Loan Payment Report
29	Reports on Mode of Payments (Automatic Draft Account vs Post-Dated Checks)
31	Top 20 & Top 50 Borrower's (based on Outstanding Balance)
32	Sizing of loan reports
33	ECL Expected Credit Loss (IFRS 9)
34	Report on Waived fees, Service charges, Interest charges, Dealers' incentives, Borrower's incentives, Conditions, Waiver (Adjustments)
35	Borrower Status/Bank Classifications with CRR Rating
36	Account Officer/Marketing Specialist
37	Branch Referrals/Solicitor
38	Check/ due dates of insurance (motor vehicle, fire, life, auto, real estate taxes, tax declaration and motor vehicle registration)
39	Past Due Facility (notifications - internal via email and client via email or text blasts)
40	List of RCFA (Real Owned Property Assets) units
41	Loans with Account Officer, Referral and sources
42	Generates a report on accounts for collection based on the following groups:
42.1	geographic area
42.2	in house collectors
42.3	department/ section
42.4	loan product
42.5	enforcing unit/source
43	Report generation by bucket (Aging Report)
43.1	Less than 30 days - Current
43.2	31 up to 90 days - Past Due Performing
43.3	Greater than 91 days - Past Due Non-Performing
43.4	Under Litigation
43.5	Written Off Accounts
43.6	For Case filing (with approved documents from Legal Division)
44	Report generation by source
44.1	dealer
44.2	bank branch
44.3	direct loan
44.4	repeat client
45	Report generation by bank personnel
45.1	Account Officer
45.2	Marketing Assistant
45.3	CreditVerifier

45.4	Credit Analyst
45.5	Credit Officer

ANNEX C-3

CORE BANKING SYSTEM UCPB SAVINGS, INC. (UCPBS)

FUNCTIONAL REQUIREMENTS

General Ledger (GL) Module

CORE BANKING SYSTEM PROJECT - Request for Proposal

Functional Requirements		
No.	Requirements	Statement of Compliance
1.3 GENERAL LEDGER		
1	General Requirements	
A.	General Features	
1	Multi-company and multi-organizational unit	
2	Dual-base currency / separate books - RBL/FATMD (Peso) and FCDU (US\$)	
3	Multi-currency GL and SI	
4	Supervisor's override facility for specific transactions	
5	Facility for supervisor's confirmation of transactions prior to log-off from the system	
6	Real-time and online processing of specific transactions	
7	Online real-time and batch interface to other systems for specific transactions	
8	Centralized set-up for transaction data entries for posting in the books of member units/ branches	
9	Manual entry	
B.	Financial Accounting Features	
1	General ledgers	
2	Multi-level subsidiary ledgers	
3	Income and cost allocation	
4	Dividends / Manager's Check System	
5	Fixed Assets and depreciation	
6	Accounts Receivable and Accounts Payable	
7	Accrued amortization and prepayment	
8	Revaluation	
9	Reciprocal (inter-office, inter-branch, inter-company) transaction	
10	Reconciliation of reciprocal accounts	
11	Average Daily Balance (FASA, LOANS, & GL)	
12	Month-to-Date (MTD), Year-to-Date (YTD) and by ranges	
C.	Reporting Features	
1	Internal reports	
2	External reports	
3	Tax compliance monitoring	
4	Related party transactions reporting	
5	Audit trail (date, time, User ID, Override ID) for changes in the user-maintained parameters and for all posted transactions	
6	Retention of specific reports for 10 years	
7	Or viewing of specific reports up to previous 5 years	
D.	Management Information Features	
1	Profitability analysis (unit, product, project, etc. including client)	
2	Financial planning and budgeting	
3	Decision support analysis	
4	Significant variances monitoring	
5	Actual and projected bank's peso cashflow positions monitoring	
6	Actual and projected bank's foreign currency position monitoring	

A.	Organizational Structure and Account Balances	
1	Multi-company/ multi-organizational units, such as:	
1.1	Company	
1.2	Group	
1.3	Division	
1.4	Region	
1.5	Area	
1.6	Branch	
1.7	Department	
1.8	Section	
1.9	Unit	
1.10	Marketing Officer / Account Officer / Sales Officer	
1.11	Product	
1.12	Project	
2	Parameter-driven: User can define and modify organizational structure	
B.	Accounting Cycle	
1	Calendar and fiscal accounting cycles	
2	Accounting cycle may vary per company	
3	Supports interim change in accounting cycle	
C.	Calendar	
1	Online facility for user to manage regular national holidays, special, regional or local holidays	
2	Holiday processing for daily posting/ closing based on defined rules (e.g., 10 transactions allowed for unit on local holiday, etc.)	
D.	Books of Accounts	
1	Separate books for FBU and FCDU (GL and SL)	
2	Separate books for each company and booking unit	
3	User-defined/ flexible GL/GL structure	
4	Multi-level and unlimited SL (E.g. Level 1 - Accounts Receivable (AR), Level 2 - AR - Insurance, Level 3 - AR - Insurance - Clients, Level 4 - AR - Insurance - Clients - Name of Client)	
5	Facility to capture the original currency amount and exchange rate of transaction in the SL for evaluation and reporting purposes	
6	Facility to capture in the SL the particulars/ details of each debit/ credit transaction (maximum of 160 characters) of specific balance sheet, contingent, income and expense accounts (e.g. Accounts Receivable, Sundry Debts, Items Held for Salekeeping, Repairs & Maintenance - Motor Vehicles, etc.)	
7	Provides help function key in the transaction data entry that will display the required details of transaction per specific account (e.g. For Accounts Receivable - Clients - Insurance: Name of accountee, insurance company, policy number and period covered; For Accounts Receivable - Clients - REK: Name of accountee, ICR number and period covered)	
8	Facility for user to tag specific balance sheet, contingent, income and expense accounts that will require transaction details in the SL and to maintain (add/ edit) the required details per account for the help function key in the transaction data entry	
9	Online viewing of GL/SL with drill down facility (up to previous 5 years)	
10	Automatic classification of specific asset and liability accounts with negative balances from assets to liabilities or vice versa (e.g. Due From/To HQ/Branches, Due From/To BGP, Due From/To Foreign Banks, Due From/To Local Banks, Accounts Receivable/ Payable)	
11	With balancing tools (E.g. zero proofing, GLs equal GL Assets equal Liabilities plus Capital, auto-adjustment of pre-defined account due to discrepancy from revaluing off/ revalued accounts for consolidated RBU and FCDU reports, etc.)	
12	Auto-generation of exception report for specific reports with imbalances	

E.	Chart of Accounts	
1	Different/unique chart of accounts for each company	
2	Differentiates posting and non-posting accounts	
2.1	GL account codes are controlling/non-posting accounts	
2.2	SL account codes are posting accounts	
3	Online facility for user to maintain (add, change, delete) chart of accounts for GL/ SL account codes and rules	
3.1	Flexible/ definable account key (GL codes)	
3.2	Flexible/ definable account segment (SL codes)	
3.3	Validates each account key segment in relation to other segments	
3.4	Multi-level SL account codes	
3.5	Defines type of books (RBU or FCDU) where each GL/ SL account will be used	
3.6	Defines booking units that will be allowed to use each GL/ SL code	
3.7	Defines and uses liability and asset accounts where the liability account will be reported as a deduction from the linked asset account in the assets portion of the financial statements (e.g. Bank Premises - Building (asset) and Accumulated Depreciation - Building (liability))	
3.8	Defines reports that will be affected by newly created account codes	
3.9	Non-deletion of account codes with movement within a defined period although with zero balance as of given date	
4	Mapping of accounts to match and adopt to the requirements of Banku Sentral (BSF)	
5	Online/real time viewing of updated chart of accounts	
6	Account code can store actuals, budgets, statistical and allocation data	
7	Account code can store balances in different currencies	
8	No temporary accounts - codes are accessible fully by tellers upon validation	
9	Automatic Date header entry upon transaction	
10	AP details can be broken down into selectons by date, by account, by particulars and PNR if loans	
H.	Data Entry and Posting of transactions	
A.	Interface	
1	Interface with other systems (CBS and non-CBS);	
1.1	Real time	
1.2	Batch	
2	Interface with PC-based systems	
2.1	Real time	
2.2	Batch	
3	Extracts and imports transactions and account balances from other systems for processing of transactions, consolidation, etc.	
4	Extracts specific data or information from other systems	
B.	Transaction Data Entry (Online and Batch)	
1	Provides specific users an online facility to enter transactions	
2	Allows various accounting (non booking) centers to enter transactions for posting in the GL/ SL of member booking units/ branches	
3	Allows user to enter transactions in RBU/TATMO and FCDU books by selecting type of books (e.g. cash and long-term switch from RBU to FCDU or vice versa)	
4	Validates GL/ SL account codes and rejects codes not in the chart of accounts	
5	Validates GL/ SL account codes vs. type of books and rejects if not matched	
6	Allows data entries for posting accounts only	
7	Allows compounded entry of one transaction (more than 1 account for debit and credit)	
8	Automated generation of transaction reference number for each transaction	

9	Automated computation, generation of accounting entries for standard or recurring transactions and posting in the books of all affected units based on pre-defined formula or fixed amounts and schedule (e.g. revaluation, accrual of regular monthly expenses, etc.)	
9.1	Multi-currency entries	
9.2	Balances debit and credit entries for each transaction, except contingent accounts with single ledger debit or credit entry	
9.3	Peso and converted currency amounts in single transaction file	
10	Automated generation/posting of accounting entries for the reclassification of specific accounts from current to dormant status	
10C	Automatic classification of specific liability accounts to Other Credits - Dormant after 1 year from booking date	
10C	Auto transfer from Other Credits - Dormant to Other Credits - Uncalled Balances, after 9 years from reclassification to Other Credits - Dormant	
10	Auto transfer of Other Credits - Uncalled Balances from all booking units to a specific unit (General Accounting Section) every January of odd year	
11	Facility to enter backdated transactions within the same accounting cycle, with override	
11	Facility to enter backdated transactions to a previous accounting cycle, with override	
12	Facility to enter future dated transactions within the same or next accounting cycle, with supervisor's override	
14	Provides facility to enter transaction data with automated generation/printing of transaction sheet or equivalent, with supervisor's override	
15	Extracts specific data or information from other systems (e.g. FX rates)	
16	Provides the transaction data entry with help function key that will display the GL posting accounts given the accounting code (e.g. Assets, Liabilities, etc.) or first word of the account (e.g. Reports)	
17	Requires supervisor's override for specific transactions	
17	Batch uploading process	
18	Provides remote override facility which allows supervisor to view and override a transaction in a computer other than the one where the transaction is entered including transaction details	
19	Rejects defined common major data entry errors, displays warning messages for defined minor errors	
20	Detects similar transactions (same debit and credit accounts and amounts) and provides options to confirm or cancel second transaction	
21	Displays screen message during start-up of online data entry facility.	
21	If no shutdown made on previous day (alert only)	
21	If no transactions posted for previous posting date and provides options to proceed with current system date or to change to previous posting date	
22	Multiple period/date posting for specific users (can post current period transactions without need to close prior period)	
23	Captures the transaction reference number (if entered online) or source (if batch / interface - e.g. monthly accrual, CASA Procl sheet, etc.) in the GL/SL	
24	Automated generation of journal that will capture all the transaction details including date, time, user ID, override ID, transaction reference number, etc.	
25	Requires supervisor's password to start up the online data entry facility before a user is allowed to enter transactions	
26	Requires supervisor's password to shut down the online data entry facility	
27	Allows supervisor to re-start the online data entry facility	
C	Posting and Updating of GL and SL Balances	
1	Posting features/ options	
11	Real time posting	

1.2	Batch posting	
1.3	Trial posting (inclosing/ forwarding of balances to next posting date)	
1.4	Modifies/ deletes trial posted transactions	
1.5	Auto-reconciliation of balances of controlling/ summary accounts affected by modification and deletion of trial posted transactions	
2	Accepts data entries from varied sources, such as:	
2.1	Online data entries	
2.2	Batch data entries from sub-systems within FMS (e.g. Disbursement System, Fixed Assets Management System, etc.)	
2.3	Interface with other systems (Deposits, Loans, Treasury, Trust, Payroll, etc.)	
2.4	Electronic capture (interface with 3rd party systems such as ASP, PIF, CISA, etc.)	
3	Automatically recomputes/ adjusts balances of affected accounts for backdated transactions	
4	Monitors and automatically posts late dated transactions	
5	Generates extract or report that will list all booking units without posted transactions on previous posting date	
D	Revaluation of Foreign Currency Accounts	
1	Automated revaluation of specific assets, liabilities and contingent accounts from US\$ or third currency to Peso (RBL/FATMO) or third currency to US\$ (TCDDJ) using pre-defined revaluation rate and rules	
2	Reference rates are table-driven and date sensitive. Can import and export reference rates from/to other systems	
3	Revaluation for all companies	
4	Revaluation frequency can vary per account per unit (e.g., daily, weekly, monthly, quarterly, yearly, etc.)	
5	Online facility for user to maintain revaluation rules/techniques	
5.1	Use defined reference rates, either entered in FMS or extracted from other systems	
5.2	Options to reverse/ not reverse revaluation gain/ loss	
5.3	Do not revalue capital accounts (income and expenses)	
5.4	Do not revalue past due loan accounts if it will result in a gain	
5.5	Revalue past due loan amounts if it will result in a loss	
6	Consistent use of formula for conversion of 3rd currency to US\$ in Peso	
7	Facility to define accounts for revaluation and rules per unit/company	
8	Automated generation of accounting entry for booking of revaluation gain/loss	
9	Automated generation of accounting entry for reversal of revaluation gain/ loss (if required)	
10	Options for automated posting of revaluation gain/loss	
10	Post gain/loss in the books of respective units	
10	Centralize booking of gain/loss in one unit	
11	Automated generation of summary of revaluation per account, per company, per booking unit, consolidated	
E	Reciprocal (Inter-office/ Inter-branch/ Inter-company) Transactions	
1	Online facility for user to tag each reciprocal account as to type, cut-off schedule	
1.1	Ticketless with auto-responding (e.g. remittance of collections to General Accounting Dept., clearing transactions, cost allocation)	
1.2	Ticketless without auto-responding, both originating and responding units will post the transaction based on the amounts provided by base systems (e.g. CASA/ADM, -EDS, etc.)	
1.3	Ticketless for non-cut-off responding	
1.4	With manual ticket (for reciprocal transaction with attached supporting documents required by sending unit before responding)	
1.5	Cut-off date for matching/ reconciliation per reciprocal account per unit per company	
1.6	Scheduled generation of reconciliation statement (e.g. last banking day of the month)	

2	Facility for auto-responding
2.1	Automated responding of specific inter-office and inter-branch transactions
2.2	Automated responding of inter-company transactions
2.3	Automated generation of Inter-office Memo or acceptable equivalent
2.4	Automated generation of accounting entries (with pre-defined debit and credit accounts) in the books of originating and responding units
3	Facility for ticketless reciprocal transactions without auto-responding, both originating and responding units will print the transaction based on the amounts provided by base systems
4	Automated generation of exception report of units with discrepancies in amounts of ticketless transactions per GL vs. base systems
5	Online/ real time facility for originating unit to enter ticketless reciprocal transactions for responding by contra unit and online/ real time facility for responding unit to view all unresponded transactions and to select/ tick-off/respond each item
6	Facility to capture ticket number and contra unit code when entering reciprocal transactions by both originating and responding units using manual tickets, for matching/ reconciliation
7	Automated generation of SI for each reciprocal account per booking unit
8	Reconciliation and matching features/ options
8.1	Matching variables (within identified accounts, between units, by transaction type, ticket number, etc.)
8.2	Matching between applications/ external source systems to/ from SI
8.3	Matching of reference number field with a minimum of 10 alphanumeric characters
8.4	One-to-one, one-to-many, many-to-many matching
9	Facility for specific users to enter adjustments of reciprocal account with override
10	Online viewing of matched, unmatched, responded and unresponded items per unit, per reciprocal account for a given period
11	Automated generation of daily reconciliation reports
11	reconciled/ matched items per unit per reciprocal account
11	auto responded items per unit per reciprocal account
11	unmatched/ unreconciled items per unit per reciprocal account
12	Automated generation of report of unmatched items with corresponding ages (no. of days float/ unresponded/ unmatched)
13	Reconciliation of Due From/ To Foreign Banks
13	Inter company online and batch processing
13	Separate SI for each Nostro and Vestro account
13	Multi-currency S. of Nostro/ Vestro accounts
13	Facility to reconcile/ match transactions vs. statements received thru SWIFT or web on daily, weekly or monthly basis
14	Facility to print statements and pre-formatted confirmation letters for account balances
14	Automated generation of reports of matched and unmatched items (daily, weekly, monthly, interim, etc.)
F.	Accrual of Expenses
1	Online facility for user to maintain parameters for accrual of specific expense accounts
1.1	Rules for computation per account (formula, budget, historical, average, estimate, etc.)
1.2	Defines the accrued expense payable account to be credited for the accrual of each expense account
1.3	Frequency (daily, monthly, quarterly, annual, ad hoc, etc.)
1.4	Option to book in one unit or allocate to different units
2	Automated generation of accounting entries
3	Automated generation (if required) with auto-posting of entries in the affected units
4	Automated generation of regular and interim report/ schedule of accruals

5	Automated generation of GL except on report for un-reversed accruals	
6.	Amortization of Prepayments and Deferred Charges	
1	Online facility for user to maintain parameters for amortization of prepaid expense and deferred charges accounts	
1.1	Amortization period (in no. of months)	
1.2	Defines the expense account to be debited for the amortization of prepayment and deferred charges	
1.3	Frequency (daily, monthly, quarterly, annual, ad hoc, etc.)	
1.4	Option to break running total or allocate to different units	
2	Maintains details for each item of prepayment/deferred charge, such as date booked, amount, particulars, amortization period, monthly amortization, balance, etc.	
3	Automated computation of amortization and generation of accounting entries	
4	Automated allocation (if required) with auto booking of entries in the affected units	
5	Automated generation of regular and interim report/schedule of amortization	
H.	Fixed Assets	
1	Facility to track the properties in the custody of and assigned to each organizational unit and employee (Bank Projects, Building, Furniture/Fixture/Equipment, Leasehold Rights/Improvements, etc.)	
2	Tracks acquisition, transfer, movements and sale of properties	
3	Maintains details for each property item, such as date of acquisition, description, acquisition cost, estimated life, name of Consultant, date transferred, accumulated depreciation/balance, net book value, remaining life, etc.	
4	Online facility for user to maintain parameters for the rules, frequency, schedule, etc.	
5	Automated computation of monthly depreciation and amortization per item	
6	Automated generation of accounting entries	
7	Allocates depreciation and amortization expense with auto booking of entries in the affected units	
8	Automated generation of property control number per item	
9	Automated generation of inventory of fixed assets per unit as of given date	
10	Automated generation of regular and interim report/schedule	
11	Maintains record of updated market or appraised values per asset	
12	Facilitates migration of Existing Fixed Assets Migration System (FAMS) data to new system	
I.	Accounts Receivable (AR) and Accounts Payable (AP)	
1	Multi-currency and multi-level detailed S. for each accountee	
2	Facility to capture information on the AR accountee, with specific field for each detail, as required by RSP: name, TIN, location's type, nationality, residency, bank relationship, size of firm, industry classification, economic activity, risk indicator, etc	
3	Facility to monitor cash advances of employees	
3.1	Captures liquidation period for each cash advance	
3.2	Generates monthly report on outstanding cash advances not liquidated within the prescribed liquidation period	
3.3	Generates monthly report on advances liquidated within the month beyond the prescribed liquidation period	
3.4	Online inquiry on outstanding cash advance per employee	
4	Captures maturity date of each AR and AP transaction and generates daily report of maturities for the day	
5	Alerts User during transaction data entry if resulting balance after the transaction is negative and provides options to proceed or to cancel the transaction	
6	Generates daily exception report of accounts with negative balances which were recastirred from Assets to Liabilities in reverse	
7	Generates monthly consolidated statement of account per accountee per banking unit	

8	Generates schedules of accounts w/ th outstanding balances with corresponding ages as of given date
9	Facility to download AR data to MIS Office
10	Facility to monitor and offset AR and AF balances of same accountee
10	Val data format of name of accountee
10	Provide option to offset, with supervisor's password
10	Generate accounting entry
1	Disbursements and Manager's Check System
1	Centralized and automated processing of disbursements for
1.1	Capital expenditures
1.2	Operating expenses
2	Handles payment via:
2.1	Manager's Cheque (MC)
2.2	Credit Memo (CM)
2.3	Disbursement Voucher (DV)
3	Online facility for user to maintain parameters
4	Provides help function key during transaction data entry that will display the following payment mode, Tax rate, approving authority/ limits, list of required documents per type of transaction
5	Captures details of payment, such as date, payee, nature of transaction, amount, withholding tax, mode of payment, approving authority, documents submitted by payee, MC or CA/SA or DV number, etc.
6	Automated computation of withholding taxes, other deductions and net amount due to payee
7	Generates summary of payments for centralized batch credit to payees' CA/SA accounts; with interface with the Deposits System
8	Captures details of payment via Manager's Check in the MC monitoring facility, such as date, issuing unit, MC number, payee and amount
9	Option for auto-printing of Disbursement Voucher, Credit Memo and Manager's Check after Transaction data Entry
10	Prints Certificate of Tax Withheld
11	Provides facility for Installment payment with schedule of payment amortization
12	Allottees expenses with auto-booking of entries in the books of effected units
13	Allows adjustments in allocation with overage
14	Maintains information on Consultant/ service providers (e.g. TIN, expiry of contracts, whether accredited or not accredited, applicable w/tax, etc.)
15	Detects and alerts expired contracts supporting payments
16	Detects double payment. Alerts user during transaction data entry and provides options to confirm or cancel second transaction
17	Maintains record of payments to each consultant and service provider over a specific period which may be more than 1 accounting cycle, with download facility to transaction level
18	Provides MC monitoring facility for issued / negotiated / outstanding MCs per issuing unit, per company; with interface with Deposits, Loans, Treasury, Trust and other systems w/ th MC issuances; with online and real time and batch interface with CASA/Teller System for over-the-counter payment and negotiation thru clearing
19	Generates daily report on issued, negotiated and outstanding MCs, per issuing unit and per company
20	Automated generation of accounting entries
21	Monitors daily the balance of each Accrued Expense Payable account
21	Captures the beginning balance
21	Reports debit to expense account if the balance of the accrued liability account is equal or more than the transaction amount else instead debits the accrued liability account

21	Allows partial debit to accrued liability account if balance is less than the transaction amount and debits the remaining amount to the expense account	
22	Automated generation of reports	
22	Disbursement Journal	
22	SL for Consultant/Payer	
22	Gross Payment Amount	
22	Taxes Withheld	
22	Net Payments	
23	Facilitates migration of existing LIBMS data to new system	
K.	Income and Cost Allocation	
1	Online facility for user to maintain parameters for allocation of income and expenses	
1.1	Basis for computation (formula, volume, area, weighted average, percentage, standard rate, direct, defined rate, scene formula per budget item)	
1.2	Units to be charged / credited; using account groupings, unit groupings, etc.	
2	Provides on-line and batch allocation	
3	Accepts a location from external systems	
4	Allows inter-company allocation	
5	Allows adjustments in allocation with override	
6	Distinguishes allocation charges from credit charges	
7	Maintains records of details of allocated transactions	
8	Automated generation of accounting entries in the books of affected units	
9	Online facility to view allocated transactions by unit, for the period (month, quarter, year) or as of a given date within the current year	
10	Automated generation of reports, by account, by unit, by period, etc.	
L.	Closing (Forwarding of Balances to Next Posting Date)	
1	Online facility for user to maintain parameters for closing of books	
1.1	Type (final, trial)	
1.2	Schedule (one-of day, month-end, year-end)	
1.3	Accounts to be debited/credited for closure of income/expense accounts per booking unit	
1.4	Centralized or individual closing per booking unit	
1.5	Mark and unmark accounting period as "closed"	
2	Allows more than 1 trial closing	
3	Disallow posting to accounting period marked "closed"	
4	Generates specific reports after trial closing	
5	Can perform final closing for a unit/company while performing trial closing for another unit/company	
6	For multi-company closing, close individually before consolidation	
7	Automated generation of closing entries in all booking units	
8	Initializes the P&L (nominal) accounts to zero balances at year-end closing	
IV.	Reporting	
A.	Consolidation	
1	Automated daily consolidation of books per pre-defined consolidation structure	
2	Online facility for user to maintain parameters for consolidation:	
2.1	consolidation structure - by department, area, division, group, company, group of companies, etc.	
2.2	map accounts of other companies to facilitate consolidation of balances/ reports	
2.3	define inter-company eliminating/ offsetting accounts	
3	Consolidates companies with different closing dates	
4	Generates consolidated Trial Balance, GL, SL per consolidated level	
5	Online viewing/ printing of specific consolidated accounts / reports	

6	Automatically adjusts consolidated balances to reflect change in the consolidation structure
7	Automated generation of eliminating entries of reciprocal accounts during consolidation
8	Automated computation and generation of accounting entries for parent company's share in equity earnings/loss in subsidiaries in the books of specific J71
9	Generates consolidated reports of balances in RBU/ATM/USD and FCDU books per unit
10	Generates consolidated Trial Balance & (balance sheet amounts) based on Average Daily Balance
11	Internal Reports and Inquiries
12	Flex b/c report writer facility/ user defined reporting
13	Online facility for user to maintain parameters for report creation, facility to design reports
14	All reports with parameter driven/ formats can be changed to suit different presentations
15	Flexible reporting of amounts, zero and other currencies:
15.1	With centavos (two decimal)
15.2	Centavos omitted
15.3	In thousands
15.4	In millions
15.5	In percentages and ratios
15.6	Flexible frequency of generation of reports: daily, weekly, semi-monthly, monthly, quarterly, semiannual, annual, interim, etc.
15.7	Flexible report printing options
16	Centralized
16.1	Remote (at branch or unit level)
17	Defined users can inquire and print:
17.1	Financial statements and reports of other companies and units
17.2	GL/S_ accounts of other companies and units
18	Allows multi-level totaling of amounts
19	Allows online viewing and printing of some fc reports to defined users
20	Allows online inquiry of GL balances w/ or drill down facility to transaction level
21	Allows online viewing of consolidated reports w/ or drill down facility up to transaction level
22	Automatic restatement of reports, both current and historical, due to:
22.1	Adjustments in posted transactions
22.2	Posting of balanced transactions
22.3	Change in organizational structure
23	Automated computation of Average Daily Balance (ADB) for the month, quarter, YTD, etc. of each balance sheet and contingent accounts, per booking unit/ reporting center
24	Generates daily trial balances, per booking J71 and consolidated, per original currency
25	Generates regular and interim financial statements, per booking unit and consolidated (RBU/ATM/USD and FCDU)
26	Balanc Sheet
27	P & L Statement
28	Cashflow Statement
29	Comparative PS
30	Other management PS reports
31	Generates monthly and interim schedules of any or all accounts tagged "with required S_ details" (see Item
32	Provides online facility for user to maintain parameters for rules, formulae, etc. for generation of the following reports (per unit and consolidated):
33	Bank taxes
34	Related-party transactions (intercompany transactions)
35	Tax compliance monitoring

17	Financial analysis reports	
C	External Reports	
1	Facility to interface with 3rd party regulatory reporting systems.	
1.1	Bangko Sentral ng Pilipinas (BSP)	
1.2	Bureau of Internal Revenue (BIR)	
1.3	Social Security System (SSSI)	
1.4	PhilHealth	
1.5	Pag-ibig	
1.6	Phil. Deposit Insurance Corp. (PDIC)	
1.7	Phil. Clearing House Corp. (PCHC)	
1.8	Others	
2	Interface to PC-based reporting systems	
D	Back-up and Retention of Internal and External Reports	
1	Automatic back-up facility according to pre-defined frequency (daily, weekly, monthly)	
2	Online viewing/ Inquiry of reports with drill down to transaction level for 3 years	
3	Retains specific transaction data for 10 years	
4	Retains specific reports for 10 years	
5	Permanent retention of specific reports	
V.	Management Information	
A.	Budgeting and Financial Planning	
1	Online facility for user to maintain parameters for budget preparation	
1.1	rules	
1.2	assumptions	
1.3	methods (e.g. top down, bottom up, etc.)	
1.4	account groupings and hierarchies	
1.5	ten (10) budget versions for each unit	
2	Flexible budgeting methods, such as	
2.1	Enter budget by unit and by AO	
2.2	Enter budget by dept and branches	
2.3	Enter budget by entity	
2.4	Enter budget amounts per month	
2.5	Enter annual budget amount for system to automatically apportion to defined months	
2.6	Add/ deduct % from actuals or maintain actuals	
2.7	Enter budget amounts using historical data	
3	Computes projected increase/ decrease per account	
4	Provides facility for online budget data entry or upload of budget data	
5	Supports real time validation of data entries vs. budget rules/ assumptions during online budget data entry	
6	Provides help function key that will display curing budget data entry the budget assumption/ rules, per account, per budget item	
7	Supports real time and batch updates	
8	Allows interactive budget updates and reviews for instant review	
9	Facility to download information for budget revisions and 'what-if' analysis and to upload changes	
10	Maintains budget for all accounts in the Balance Sheet and P & L Statement, per company, per unit	
11	Stores budget amounts at summary level while actuals are posted at detailed/ S. level	
12	Maintains budget figures for each account:	
12	Previous year	
12	Current year	

12	Next year
13	Maintains details, computations, breakdown for each SI account
14	Facility to monitor/track projects from start (inception) to completion (may cross to the next or previous accounting cycle)
15	Maintains project costs on a project to date by year-to-date %
16	Facility for online viewing/printing of actual versus budget, by unit and consolidated
17	Generates projected financial statements (per unit, per company and consolidated per area, division, group or company)
B. Responsibility Accounting	
1	Online facility for user to maintain parameters for rules, formats, etc.
2	Ability to define profit center / cost center and to group such centers
3	Supports/ computes and reflects, per center and company; allows variation per account
3.1	Transfer pricing
3.2	Imputes/shadow income and cost
3.3	Sharing of income, cost and authority
3.4	Option for double entry of volume, income and cost
4	Facility to reflect off-books transactions in RAS/MIS reports
5	Generates financial statements per unit or defined group for management information which includes allocated transactions (RAS Reports)
6	Generates variance reports at detail and summary level
7	Facility for online viewing/printing of consolidated RAS/MIS reports (per unit and consolidated)
C. Decision Support Analysis	
1	Can drill down up to the lowest level (entry level, per unit)
2	Capable of ad-hoc report, based on parameters given
3	Capable of viewing data at different dimensions
4	Able to compare information between selected periods, identifies accounts with significant increase/decrease and underlying transaction
5	Supports statistical computations, correlation and analysis
D. Peso Cashflow and Cash Position Monitoring	
1	Facility to monitor actual and projected cashflow, with interface with other systems
1.1	Cash In Vault (CIV) balance
1.2	Cleaning results (Due From/To RSP - Clearing)
1.3	New deposits accounts (CA, SA, TD)
1.4	New placements (Money market, trust, etc.)
1.5	Additional deposits/accounts (cash or checks)
1.6	Maturities (time deposits, money market/trust placements)
1.7	Loan payments, evaluations / releases
1.8	Specific assets and liabilities, including subsidiaries h. Others
1.9	Deposits classifications/Rx class and M/S Group
E. Foreign Position Monitoring	
1	Facility to monitor foreign currency position, with interface with other systems
1.1	Cash in Vault (CIV) balance
1.2	New deposit accounts (SA, TD)
1.3	TD maturities
1.4	Proceeds of checks sent for collection
1.5	SA and TD withdrawals (notes, draft, cabin, TC, etc.)
1.6	Loan payments, evaluations / releases
1.7	Specific foreign currency assets and liabilities, including subsidiaries h. Others

VI.	Regulatory Reports	
A.	BSP Reports	
1	Consolidated Daily Report of Condition (CDC)	
2	Consolidated Report on Compliance with Aggregate Ceiling on Credit Accommodations to DOSSI	
3	Weekly Inventory List of GS Yield Set Aside for Intraday Liquidity from Week Starting Monday to Friday	
4	Report on Microfinance Products	
5	Control Proof List	
6	Financial Reporting Package (FRP), Balance Sheet (FRP)- Solo basis (HC and Branches)	
7	Liabilities to Non-resident	
8	Repurchase Agreement Report	
9	Basel Net Stable Funding Ratio Report (with computations)	
10	Liquidity Coverage Ratio Report (with computations)	
11	Income Statement on Net Microfinance Operations	
12	Report on Credit and Equity Exposures to Individuals/Companies/Groups aggregating P1.0 million and above	
13	Published Balance Sheet/Consolidated Balance Sheet (Before Publication) for Banks with resources of P1 billion and above	
14	Submission of the Expanded Report on Real Estate Exposures (REE)	
16	Report on Compliance with Mandatory Agri-Agra Credit (Agri-Agra)	
17	Report on Compliance with Mandatory Credit Allocation Required under RA 6977 as amended by RA 8289 and 9501 (MSMF)	
18	Housing Loan Rates	
19	Capital Adequacy Ratio (CAR) Summary Report- Solo	
20	Bank Quarterly Report on Residential Real Estate Loans for the Generation of the Residential Real Estate Price Index	
21	Report of Selected Branch Accounts- Schedules	
21	- Selected Balance Sheet Accounts	
21	- Selected Balance Sheet and Income Statement Accounts	
21	- Aging of Loans and Receivables-others	
21	- Breakdown of Deposit Liabilities	
22	- Bank Liabilities-to-Deposits Ratio	
22	- Remaining Items Outstanding for more than Six (6) Months on the Due from/due to Head Office, Branches and Agencies Account, Bank Deposit Interest Rate	
22	Report on Borrowings of BSP Personnel	
23	Report on Cross-Border Financial Positions (Phase 2)	
24	Basel II Capital Adequacy Summary Report- Solo Basis (HC and branches)	
25	Report on External Money Transfers	
26	Financial Reporting Package	
27	Certified true copy of the Control Proof list for FRP reports (With signature of Authorized Signatories)	
30	Consolidated Report on Compliance with Individual Ceiling on Direct Credit Accommodations to DOSSI	
32	Basel III Leverage Ratio Report- Solo basis (HO & branches)	
33	Sworn Certification on Lending to Local Government Units	
34	Bank Information Sheet- List of Authorized Signatories and their Specimen Signatures	
35	Sworn Certification on Lending to Borrowing Government Entities	
36	Post-Loan Analysis Report on LGU Loans	
37	Report on Conglomerate Structures	

38	Notice/Application for Write-off of Loans, other Credit Accommodations, Advances and Other Assets	
39	New Schedule of Banking Days/Hours (as changes occur)	
40	Capacity to edit or update templates/formats from BSP reports or requirements from BSP (especially Accounts, etc.)	
41	Negotiate File Information System (NFIS)	
42	Single Borrower's Limit Reports	
43	Total Credit Report for Thruft Banks (TICKTB) Reports	
44	Monthly Reports on Electronic Payment and Financial Service (EPFS) License (Memorandum M-2C20-080)	
45	AM-A Reports	
46	Transaction reports involving in excess of 500K for reconciliation of Covered Transaction Report (CTR) (with Database/Cash Board Report)	
47	DDDFI Reports	
48	Intraday Liquidity Report	
49	Provides facility for BSP and other credit rating leg: loans to deposit ratio by location, NCR, Luzon, Visayas and Mindanao)	
50	MSME Reports	
51	AGRI/AGRA Loan Reports	
52	Credit and Equity Exposure Aggregating One Million and Above Reports	
53	Written Off Report (Notation/Affidavit)	
54	Recommended Valuation Reserves and Other Capital Adjustments (G., P.)	
55	Car Working Paper (Loans)	
56	Liquidity Coverage Ratio (LCR)	
57	Housing Loan Rates	
58	Expanded Report on Real Estate Exposure (REE)	
59	Stress Test Report (Credit Risk)	
60	Interest Income from Loans and Receivables (Others)	
61	Residential Real Estate Price Index (RIEPI)	
62	Avg. and Movements of ROPA	
8	CIC (Credit Bureau)	



1	CBA Monthly Report (Credit Information System Act)	
C	PDIC (Philippine Deposit Insurance Corporation)	
1	Consolidated Report on Compliance with Aggregate Ceiling on Direct Credit Exposures to DCEI	
2	Certification of Depositor and Record Keeping Requirements Forms RK2 and RK3 (with Sales Kit, manuals, flyers or new products)	
3	Breakdown of All Deposit Liabilities by Type (BDL) (with branches w/ signature of Authorized Signatories)	



ANNEX C-4

CORE BANKING SYSTEM UCPB SAVINGS, INC. (UCPBS)

FUNCTIONAL REQUIREMENTS

Customer Information System (CIS) Module



CORE BANKING SYSTEM PROJECT Request for Proposal

Functional Requirements		Assessment
1.4 CUSTOMER INFORMATION		
No.	Requirements	Statement of Compliance
1.	General Requirements	
1	Customer Information Management System	
1.1	Default Mandatory Information:	
1.1.1	Full Name/Company Name	
1.1.2	Gender	
1.1.3	Civil Status	
1.1.4	Date of Birth	
1.1.5	Age	
1.1.6	Place of Birth	
1.1.7	E-mail address	
1.1.8	Mother's Maiden Name	
1.1.9	Present and Permanent Address with Length of Stay	
1.1.10	Contact number	
1.1.11	Source of funds (with dropdown list options)	
1.1.12	Nature of Business/Industry Classification	
1.1.13	Date of Incorporation	
1.1.14	Other Source of Funds	
1.1.15	Principal Business Address/Current Office Address	
1.1.16	Name of Authorized representative/transactor/authorized signatories	
1.1.17	Contact numbers or information of entity and its authorized signatories	
1.1.18	Specimen signatures of the Director, Borrower, Authorized Representative/transactor or signer	
1.1.19	Biometric information of the authorized representative/transactor or signer	
1.1.20	Name, present address, date and place of birth, nature of work and source of funds of the beneficial owner or beneficiary, whenever applicable	
1.1.21	Authorized Signatures with 11 Mandatory Fields	
1.1.22	Beneficial Owner's with 11 Mandatory Fields	
1.1.23	Directors with 13 Mandatory Fields	
1.1.24	Nationality and Country Name/Code	
1.1.25	Citizenship	
1.1.26	Employment Status/Nature of work/Name of Employer	
1.1.27	Employer's information/complete address/Contact Numbers/E-mail Address	
1.1.28	Employer number/Department/Division/Job Title/Tenure with Employer	
1.1.29	Business complete information/Business Nature/Address/Contact numbers	
1.1.30	Monthly Expected Income/Annual Gross Income/Annual Net Income	
1.1.31	Politically Exposed Person Indicator / Tagging	
1.1.32	Risk Profile	
1.1.33	Reason for High Risk	
1.1.34	PEP Remarks	
1.1.35	DOSRA/Related Parties with remarks	
1.1.36	Beneficiary Details - Name, Address, Date of Birth and Relationship	
1.1.37	Provides facility for referred accounts/selector e.g. Account Officer, BM; with name, department and employee number	

1.1.38	Transacting person, client affiliates & counter party	
1.1.39	Required Information for Teachers Loan - Division, Region and Station	
1.1.40	Valid IDs (TIN, SSS/CGS and Philippine National ID) and other identification document number	
1.2	The System shall provide a unique identification code to match all accounts belonging to the same depositor.	
1.3	The System can accept & handle different processes for each data entry.	
1.4	The System can create CIS for non-depositor Clients and less than seven years old with consideration and control.	
1.5	Detect duplicate/multiple CIS.	
1.6	Customer View of data (Single view)	
1.7	Tagging of Beneficiary's account (with override)	
1.8	Tagging of Employees' related accounts (with override)	
1.9	Relationship Tagging - RPT/DCSRI (With notification)	
1.10	CIS Tagging of Deceased Customer (Frozen, Dormant, inactive)	
1.11	Tagging of VIP (with Aggregate Balance report).	
1.12	Tagging of BSP Personnel (with override)	
1.13	Tagging of CIS with incomplete or pending documents (override)	
1.14	Facility to upload and download images like specimen signature cards, photos, IDs, mandatory requirements and files available in CIS.	
1.15	CIS printing new/updating	
1.16	Batch Processing of CIS	
1.17	Automated approval of CIS and generate CIS form that includes the name of approver who approves the CIS	
1.18	The system allows retrieval of deleted CIS with override	
2	Uploading of Mandatory Documents Submitted - Individual and Corporate/Liquidic Entities	
2.1	Complete list of acceptable valid IDs with expiration date submitted, status and remarks. (TIN/SSS No./GS-5 No./Any Gov't ID)	
2.2	Certificate of Registration issued by Department of Trade and Industry (DTI)	
2.3	Firm Seal of Registration issued by SEC	
2.4	Articles of Incorporation/Partnership or Association and By-Laws	
2.5	Board or partnership resolution duly certified by the Corporate or Partners Secretary	
2.6	Latest GS with the list of names of directors/trustees/partners, principal stockholders owning at least 20%	
2.7	Treasurer-in-Charge (TIC)/Proposed Articles of Incorporation with signature of all incorporators/Proposed By-laws/Notarized Treasurer's Affidavit	
2.8	Cooperatives - Certificate of Registration issued by Cooperative Development Authority/Articles of Incorporation or Association and By-Laws/Member's Resolution/Bureau of Internal Revenue (BIR) Exemption Certificate, if applicable	
2.9	For entities registered outside the Philippines, similar documents or information shall be obtained duly authenticated by the Philippine consulate where said entities is registered	
2.10	DTI/SEC Registration with expiration	
II.	Customer Risk Assessment & Profiling	
1	Risk assessment setup and data checking function	
2	Automated Customer Risk assessment and Profiling	
3	Matching with OFAC (Office of Foreign Assets Control) List, Negative List, etc.	
III.	Monitoring and Reporting Tools	
1	Reports for CIS due for Updating	
2	Customer Information Master List	
3	Generation of CIS with Exception Report (with Incomplete/lacking document) and deviation	

4	Automated Profitability Analysis - Computation of profits/loss per account, customer, product, or service - e.g., AOB, paid interests, waived service charges/fees, etc.	
5	Data extraction of reports is convertible to PDF, XLS and MS Word.	
6	Audit Trail and Activity Log Report (Account Opening, Subsequent updating, and changes of status report)	
7	Allows transferring of CIS Ownership	
8	Monitoring of documents/IDs with expiration date (Pop-up/Notification and report)	
IV.	Other Facilities	
1	Facility to add and customize CIS fields	
2	Facility to customize email templates and bank letters	
3	Dynamic report configuration	
4	Data Warehousing	
5	Automated tools for list of all products features and requirements	
6	Client prospecting for other bank products (Pop up/Alert)	
7	Purging of Rejected and Deleted CIS	
8	End-linking of account relationship with audit trail	
9	Tagging of CIS to CIS	
V.	Online Banking	
1	Web and Mobile Banking ready	
2	OTP and email verification	



ANNEX D

CORE BANKING SYSTEM UCPB SAVINGS, INC. (UCPBS)

FINANCIAL EVALUATION PROCEDURES

For Quality Cost Based Selection (QCBS):

After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise specified in **ITB** Clause 26.1. The notification may be sent by registered letter, facsimile, or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.

The BAC shall determine whether the Financial Proposals are complete, i.e., whether all the documents mentioned in **ITB** Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the Bid. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in **ITB** Clause 13. The Financial Proposal shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of the Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.

The lowest Financial Proposal (F₁) shall be given a Financial Score (S_f) of 100 points. The S_f of other Financial Proposals shall be computed based on the formula indicated below:

$$S_f = 100 \times F_1/F$$

Where:

S_f = financial score of the Financial Proposal under consideration

F_l = the lowest Financial Proposal

F = Financial Proposal under consideration.

Final Score:

$$S = S_t \times T\% + S_f \times F\%$$

Where:

S_t = the technical score of the Technical Proposal under consideration

T = the weight given to the Technical and Functional Proposal (70%)

F = the weight given to the Financial Proposal (30%)

Section VII. Bidding Forms

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ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

UCPB Savings Bank, Inc. (UCPBS)
2nd Floor, OF Bank Center,
Liyasang Bonifacio, Intramuros,
Manila City, Philippines

Ladies/Gentlemen:

In connection with your Request for Expression of Interest dated *[insert date]* for *[Title of Project]*, *[Name of Consultant]* hereby expresses interest in participating in the eligibility and short listing for said Project and submits the attached eligibility documents in compliance with the Eligibility Documents therefor.

In line with this submission, we certify that:

- a) *[Name of Consultant]* is not blacklisted or barred from bidding by the GoP or any of its agencies, offices, corporations, LGUs, or autonomous regional government, including foreign government/foreign or international financing institution, and
- b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

We acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our submission irrespective of whether we are declared eligible and short listed or not.

We further acknowledge that failure to sign this Eligibility Document Submission Form shall be a ground for our disqualification.

Yours sincerely,

Signature

Name and Title of Authorized Signatory

Name of Consultant

Address

TECHNICAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content and maximum number of pages permitted for the Technical Proposal. A page is considered to be one printed side of A4 or letter sized paper.

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

Maximum of *(insert acceptable number of pages)* introducing the background and general experience of the Consultant, including its partner(s) and subConsultants, if any.

Maximum of *(insert acceptable number of pages)* completed projects in the format of TPF 2. Consultant's References illustrating the relevant experience of the Consultant, including its partner and subConsultants, if any. No promotional material should be included.

General approach and methodology, work and staffing schedule

Use TPF 4. Description of the Methodology and Work Plan for Performing the Project, TPF 5. Team Composition and Task, TPF 7. Time Schedule for Professional Personnel, and TPF 8. Activity (Work) Schedule.

If subcontracting is allowed, add the following: If the Consultant will engage a subConsultant for the portions of the Consulting Services allowed to be subcontracted, the Consultant shall indicate which portions of the Consulting Services will be subcontracted, identify the corresponding subConsultant, and include the legal eligibility documents of such subConsultant.

Curriculum Vitae (CV)

Use TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff.

Comments on the terms of reference and data and facilities to be provided by the Procuring Entity

Not more than *(insert acceptable number of pages)* using TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the

TPF I. TECHNICAL PROPOSAL SUBMISSION FORM

(Date)

(Name and address of the Procuring Entity)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Title of Project* in accordance with your Bidding Documents dated *insert date* and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with ITB Clause 21.1, we confirm that the information contained in the eligibility documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, i.e., before *insert date*, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with GCC Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

We understand you are not bound to accept any Bid received for the selection of a Consultant for the Project.

We acknowledge that failure to sign this Technical Proposal Submission Form and the abovementioned Financial Proposal Submission Form shall be a ground for the rejection of our Bid.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF 2. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted.

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity (profles):
Name of Client:		No of Staff:
Address:		No of Staff Members; Duration of Project:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any:		No of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

**TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF
REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY
THE PROCURING ENTITY**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

**TPF 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE PROJECT**

TPF 5. TEAM COMPOSITION AND TASK

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

3. Where applicable, indicate relationships among the Consultant and any partner and/or subcontractor, the Procuring Entity, the Funding Source and other parties or stakeholders.



TPF 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

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 brief descriptions of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]



Languages:

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

Certification:

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

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

(Signature of staff member and authorized representative of the firm) Date: Day Month Year

Full name of staff member: _____
Full name of authorized representative _____

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

Witness my hand and seal this _____ day of *(month)* *(year)*.

NAME OF NOTARY PUBLIC

Serial No. of Commission

Notary Public for _____ until _____

Roll of Attorneys No.

PTR No. _____ [date issued], [place issued]

IRP No. _____ (date is stamped, if space is limited)

PUE. NO.

Page No.

Book No.

Book No. _____

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Full-time:
Reports True
Activities Duration:
Station

Signature: _____
(Authorized representative)

Full Name: _____
Title: _____
Address: _____

3.

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>(1st, 2nd, etc. are months from the start of project)</i>											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
Activity (Work)												

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

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

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Consultant]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board,

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

5. *(Name of Consultant)* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *Select one, delete the rest:*

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project Consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *(Name of Bidder)* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project Consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *(Name of Consultant)* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project Consultants by consanguinity or affinity up to the third civil degree;

7. *(Name of Consultant)* complies with existing labor laws and standards; and

8. *(Name of Consultant)* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Make an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *(Name of the Project)*.

9. *(Name of Bidder)* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

(Bidder's Representative/Authorized Signatory)

SUBSCRIBED AND SWORN to before me this _____ day of *(month)* *(year)* at *(place of execution)*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M.

No. 02-8-13-SC). Affiant exhibited to me his/her *{insert type of government identification card used}*, with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of *{month}* *{year}*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *{date issued}*, *{place issued}*
IBP No. __, *{date issued}*, *{place issued}*
Doc. No. ____
Page No. ____
Book No. ____
Series of ____.



BID-SECURING DECLARATION

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----

Invitation to Bid *(Insert reference number)*

To: *(Insert name and address of the Procuring Entity)*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order, and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - c. I am/we are declared as the bidder with the Highest Rated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of /month/ /year/ at /place of execution/.

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]*

Affiant

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

Witness my hand and seal this _____ day of /month/ /year/.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]
Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

FINANCIAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content of the Financial Proposal.

Cover Letter

Use FPF 1. Financial Proposal Submission Form, which is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:

- (i) followed the applicable rules and guidelines indicated in this ITB;
- (g) not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and
- (h) agrees to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to the its Bid and to the performance of the ensuing contract.

Costs of Consulting Services

Use FPF 2. Summary of Costs; FPF 3. Breakdown of Price per Activity; FPF 4. Breakdown of Remuneration per Activity; FPF 5. Reimbursables per Activity; and FPF 6. Miscellaneous Expenses.

FFP 1. FINANCIAL PROPOSAL SUBMISSION FORM

/Date/

{Name and address of the Procuring Entity}

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Title of Project* in accordance with your Bidding Documents dated *insert date* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *amount in words and figures*. This amount is exclusive of the local taxes, which we have estimated at *amount(s)* in words and figures.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, i.e., */Date*.

In accordance with GCC Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Terms of Reference (TOR), the provisions relating to the eligibility of Consultant and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPP 2. SUMMARY OF COSTS

Costs	Currency(ies) ²	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		

² In cases of contracts involving foreign currency, indicate the exchange rate used.

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FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.:	Activity No.:	Description:
Price Component	Currency(s): ⁷	Amount in Philippine Peso
Remuneration		
Reimburseables		
Miscellaneous Expenses		
Subtotal		

⁷ Increases or decreases involving foreign Consultants, indicate 1% exchange rate usage.



KPP 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No.	Name:	Input ⁴	Remuneration Currency(ies) Rate	Amount
Names	Position			
Regular staff				
Local staff				
Consultants				
Grand Total				

⁴ និងទាំងអស់ បាយក្រុងការគ្រប់គ្រងតម្លៃដែលត្រូវបានពន្លាប់.

FPP 5. REIMBURSABLES PER ACTIVITY

Activity No. _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International	Flights	Trip		
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ⁵				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				

⁵ Local transportation costs are not included if local transportation is being made available by the Ministry. Similarly, in the project site, office rent/accommodation/clerical assistance costs are not to be included if being made available by the clients.



FPF 6. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made this *{insert date}* day of *{insert month}*, *{insert year}* between *{name and address of Procuring Entity}* (hereinafter called the "Entity") and *{name and address of Consultant}* (hereinafter called the "Consultant").

WHEREAS, the Entity is desirous that the Consultant execute *{name and identification number of contract}* (hereinafter called "the Works") and the Entity has accepted the bid for *{insert the amount in specified currency in numbers and words}* by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference;
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder's compliance thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Binding Signature of Procuring Entity

Binding Signature of Consultant

[Addendum showing the corrections, if any, made during the bid evaluation should be attached with this agreement]



Section VIII. Appendices

I. Description of Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

II. Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

III. Key Personnel and SubConsultants

List under:

1. Titles (and names, if already available), detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.
2. Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government's country.
3. Same information as in no. 1 for Key Local Personnel.
4. List of approved SubConsultants (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.'s 1 and 2.

IV. Breakdown of Contract Price

List here the elements of cost, including expenditures in foreign currency(ies) denominated and payable in Philippine Peso, used to arrive at the itemized breakdown of the contract price:

1. Monthly rates for Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures
3. Applicable taxes

V. Services and Facilities Provided by the Client

Give detailed description of the services and facilities made available to the Consultant, and the time and manner of its availment.

VI. Consultant's Representations Regarding Costs and Charges

Breakdown of Remuneration Rates, WB funded projects using Quality Based Selection, Selection Based on the Consultant's Qualifications and Single Source Selection.

I. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee for profit, and any premium or allowance paid for projects away from headquarters. To assist the Consultant in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Procuring Entity is charged with the custody of Government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Procuring Entity does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that thirteen (13) months' pay be given for twelve (12) months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during the Contract if no additional staff replacement has been provided. Additional leave taken at the end of the Contract in accordance with the Consultant's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^6 = \frac{\text{total days leave} \times 100}{(365 - w - ph - v - s)}$$

It is important to note that leave can be considered a social cost only if the Procuring Entity is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the project and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the Contract.

(vii) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

⁶ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursables

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

3. Bank Guarantee

3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

VII. BREAKDOWN OF AGREED FIXED RATES⁷

[Currencies: _____ 8]

Classification	1	2	3	4	5	6	7	8
Name	Personnel	Basic Rate ⁹	Social Charge (% of L)	Overtime (% of L)	Total	Fees (% of L)	Away from Headquarters Allowance (% of L)	Travel Agreed Fixed Rate
Philippines								
Home Office								
Supervisor of Consultant								
Andorran Representative								

Date: _____
Name: _____
Title: _____

- ⁷ This model form is given for negotiations purposes only. It is not part of the proposals (letter is full or informal).
⁸ If different currencies, a different table for each currency should be used.
⁹ Per month, day, or hour as appropriate.



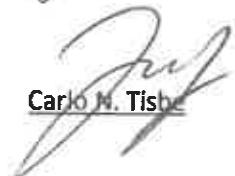
CBS Technical Working Group



Augusto M. Jocson, Jr.



Rassel B. Agavante



Carlo N. Tish



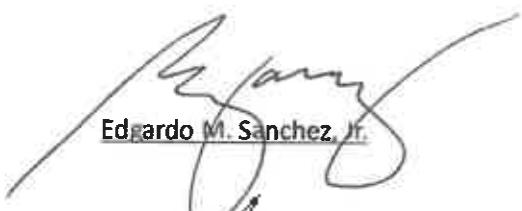
Teodoric A. Aladin



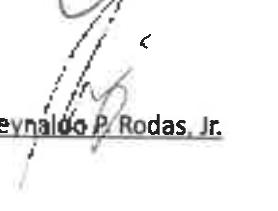
Algerin A. Baradaran



Carlo C. Garcia



Edgardo M. Sanchez, Jr.



Reynaldo P. Rodas, Jr.