



# BANGKO SENTRAL NG PILIPINAS

## BIDS AND AWARDS COMMITTEE - HEAD OFFICE

Project : One (1) Lot Software Maintenance Subscription, and Technical Support Services for the BSP Data Leakage Protection (DLP), as per BSP Terms of Reference and Annexes

Subject : **Bid Bulletin No. 1**

Date : 19 October 2023

Following the conduct of the pre-bid conference held on 11 October 2023, this Bid Bulletin is hereby issued:

### I. Revisions in the Bidding Documents

- a. Bid Data Sheet (BDS);
- b. Checklist of Eligibility (Legal, Technical and Financial), Financial Proposal and Other Documents (Checklist); and
- c. BSP Terms of Reference (TOR).

The abovementioned BDS, Checklist, and TOR are attached with the revised portions highlighted and shall supersede the originally issued documents particularly on the revised portions.

The Bids and Awards Committee - Head Office shall check the submitted documents of each Bidder against the REVISED CHECKLIST to ascertain if all documents are present, using a non-discretionary "pass/fail" criterion pursuant to Section 30.1 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

### II. Schedule of Submission and Opening of Bids

The schedule of submission and opening of bids for subject requirement is hereby reset from 24 to **26 October 2023, 9:30 A.M. (PHILIPPINE STANDARD TIME)**. BIDS shall be dropped in the designated drop box at Gate 3, Reception Lobby of the Bangko Sentral ng Pilipinas-Head Office, A. Mabini St., Malate, Manila. The opening of bids will be through videoconferencing using Microsoft Teams Meeting.

All other requirements stated in the previously issued bidding documents not inconsistent with the above shall remain.

*(SGD.)*  
**JOSE R. FAJARDO**  
Chairperson

### ATTACHMENT/S:

- a. Revised BDS;
- b. Revised Checklist; and
- c. BSP TOR

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

## Bid Data Sheet

**ONE (1) LOT SOFTWARE MAINTENANCE SUBSCRIPTION, AND TECHNICAL SUPPORT SERVICES FOR THE BSP DATA LEAKAGE PROTECTION (DLP) AS PER BSP TERMS OF REFERENCE AND ANNEXES**  
(PIN: BAC-HO GS No. 2024-0066)

ITB Clause	
5.3	<p>Statement of the Bidder’s Single Largest Completed Contract (SLCC) similar to the contract shall be:</p> <ul style="list-style-type: none"> <li>a. <b>A SIMILAR CONTRACT REFERS TO ANY CONTRACT WHICH INVOLVES SUPPLY, DELIVERY, INSTALLATION AND/OR SUPPORT AND MAINTENANCE OF <u>ANY IT SECURITY RELATED SOLUTION</u>;</b></li> <li>b. <b>COMPLETED FROM Y2018 TO PRESENT</b> as provided in the Invitation to Bid; and</li> <li>c. <b>IN THE AMOUNT OF AT LEAST FIFTY (50%) OF THE TOTAL APPROVED BUDGET FOR THE CONTRACT.</b></li> </ul>
7.1	Sub-contracting is not allowed.
12	REFER TO THE FINANCIAL BID FORMS TO BE FILLED-UP BY BIDDERS. SEE ENVELOPE 2 OF THE CHECKLIST OF ELIGIBILITY (LEGAL, TECHNICAL AND FINANCIAL) AND FINANCIAL PROPOSAL DOCUMENTS.
14.1	<p>The bid security shall be in the form of a NOTARIZED BID SECURING DECLARATION (BSD), or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than Php236,000.00 [the amount equivalent to two percent (2%) of the ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than Php590,000.00 [the amount equivalent to five percent (5%) of the ABC] if bid security is in Surety Bond.</li> </ul> <p>NOTES:</p> <ul style="list-style-type: none"> <li>i. THE BID SECURITY MUST COMPLY WITH THE FOLLOWING CONDITIONS, OTHERWISE THE SUBMISSION SHALL BE CONSIDERED “FAILED”; <ul style="list-style-type: none"> <li>a. DENOMINATED IN THE CURRENCY SUBJECT OF THE BID; AND</li> <li>b. POSTED IN FAVOR OF THE BSP.</li> </ul> </li> <li>ii. THE SURETY COMPANY SHALL NOT BE INCLUDED IN THE GPPB’S NEGATIVE LIST OF INSURERS PURSUANT TO GPPB GUIDELINES FOR THE ESTABLISHMENT OF NEGATIVE LIST OF SURETY AND/OR INSURANCE COMPANIES [APPENDIX 29 OF THE 2016 REVISED IRR].</li> </ul>

- iii. BID SECURITY (IN THE FORM OF SURETY BOND) ISSUED BY A PRIVATE INSURANCE FIRM IS ACCEPTABLE PROVIDED THAT THE SAID FIRM IS DULY AUTHORIZED BY THE INSURANCE COMMISSION (IC) TO ISSUE SURETY BONDS AND HAS NOT BEEN ISSUED A CEASE OR DESIST ORDER FROM THE IC OR IS CURRENTLY NOT INCLUDED IN THE BLACKLISTED FIRMS.
- iv. THE BSP HEREBY REQUESTS THAT THE SUPPLIER OBTAIN ITS SURETY FROM THE ATTACHED LIST OF EVALUATED SURETY COMPANIES (SEE ANNEX “E”).
- v. IF CASH OR CASHIER’S/MANAGER’S CHECK IS POSTED AS BID SECURITY:
  - a. IT MUST BE DENOMINATED IN THE CURRENCY SUBJECT OF THE BID, PUT IN A SEPARATE ENVELOPE WITH AMOUNT STATED THEREIN, SEALED, AND PLACED INSIDE ENVELOPE NO. 1. THE CASHIER’S/MANAGER’S CHECK MUST BE POSTED IN FAVOR OF BSP.
  - b. IF BID SECURITY IS PAID THROUGH BSP’S ACCREDITED COLLECTING AGENTS (*i.e.*, UNION BANK OF THE PHILIPPINES, AND CHINA BANKING CORPORATION) VIA OVER-THE-COUNTER BILLS PAYMENT (DEPOSIT SLIP) OR ONLINE BANKING BILLS PAYMENT (IF BIDDER HAS AN ACCOUNT WITH BSP’S ACCREDITED COLLECTING AGENT), OR THROUGH DEBIT/CREDIT/(VISA/MASTER) CARD FACILITY (ONLINE PAYMENT), A COPY OF THE DEPOSIT SLIP OR SCREENSHOT OF THE ONLINE PAYMENT SHALL BE INCLUDED IN ENVELOPE NO. 1.
- vi. IF BANK DRAFT/ GUARANTEE OR IRREVOCABLE LETTER OF CREDIT IS POSTED AS BID SECURITY:

IF THE BANK DRAFT/GUARANTEE OR IRREVOCABLE LETTER OF CREDIT IS ISSUED BY A FOREIGN UB OR KB (BIDDER’S CORRESPONDED BANK IN THE COUNTRY OF THE BIDDER CONCERNED), THIS SHOULD BE SENT THROUGH SWIFT MESSAGE TO THE BSP – FINANCIAL MARKETS AND CONFIRMED OR AUTHENTICATED BY THE PHILIPPINE UB OR KB (*FOR LIST OF UBS/KBS, REFER TO <http://www.bsp.gov.ph>*). PROOF OF PAYMENT THEREOF SHALL BE INCLUDED IN ENVELOPE NO. 1.

IN CASE THE FOREIGN BIDDER OPTED TO SUBMIT A BANK DRAFT/GUARANTEE OR IRREVOCABLE LETTER OF CREDIT SENT THROUGH SWIFT MESSAGE AS BID SECURITY AND CONFIRMED THE SAME WITH THE BAC SECRETARIAT (*VIA E-MAIL ADDRESS: [BACSecretariat-HO@bsp.gov.ph](mailto:BACSecretariat-HO@bsp.gov.ph)*) PRIOR BIDDING DATE, THE BAC SECRETARIAT WILL PROVIDE THE BANK ACCOUNT DETAILS, SWIFT CODE AND OTHER INFORMATION TO THE FOREIGN BIDDER NECESSARY FOR THIS ARRANGEMENT.

	<p>vi. THE BIDDER IS ALLOWED TO SUBMIT PHOTOCOPY OF THE FOLLOWING:</p> <ul style="list-style-type: none"> <li>a. NOTARIZED BID SECURING DECLARATION, SUBJECT TO SUBMISSION OF THE <b>SIGNED, ORIGINAL AND NOTARIZED COPY</b> THEREOF AS A POST-QUALIFICATION REQUIREMENT UNDER OTHER DOCUMENTS REQUIRED FROM THE BIDDER WITH THE S/LCB.</li> <li>b. OFFICIAL RECEIPT/DEPOSIT/TRANSACTION SLIP/PROOF OF ONLINE PAYMENT, IF PAID IN CASH OR CASHIER’S/MANAGER’S CHECK, WHICH IS DENOMINATED IN THE CURRENCY SUBJECT OF THE BID; OR</li> <li>c. OTHER ACCEPTABLE FORMS OF BID SECURITY (<i>i.e.</i> BANK DRAFT/GUARANTEE OR IRREVOCABLE LETTER OF CREDIT AND SURETY BOND), SUBJECT TO SUBMISSION OF THE <b>ORIGINAL COPY</b> THEREOF AS A POST-QUALIFICATION REQUIREMENT UNDER OTHER DOCUMENTS REQUIRED FROM THE BIDDER WITH THE S/LCB.</li> </ul> <p>vii. For submitted BSD which is defectively notarized, except when the defect relates to the authority of the notary public or his/her notarial commission, the bidder shall be allowed to submit properly notarized BSD as a post-qualification requirement under Other Documents required from the bidder with the S/LCB.</p>
<p>19.3</p>	<p>One (1) Lot Software Maintenance Subscription, and Technical Support Services for the BSP Data Leakage Protection (DLP), as per BSP Terms of Reference and Annexes</p> <p>ABC: Php11,800,000.00, inclusive of all applicable taxes and other charges</p>
<p>20.1</p>	<p>REFER TO OTHER DOCUMENTS IN THE CHECKLIST OF ELIGIBILITY (LEGAL, TECHNICAL AND FINANCIAL) AND FINANCIAL PROPOSAL DOCUMENTS TO BE SUBMITTED PURSUANT TO SECTION 34.2 OF THE 2016 REVISED IRR, AS CONTAINED IN OTHER DOCUMENTS REQUIRED FROM THE BIDDER WITH THE SINGLE/LOWEST CALCULATED BID (S/LCB).</p>
<p>21.1</p>	<p>IN ADDITION TO THE BIDDING DOCUMENTS AND THE SUBMISSIONS OF THE WINNING BIDDER DURING THE BIDDING, THE FOLLOWING DOCUMENTS SHALL ALSO FORM PART OF THE CONTRACT AGREEMENT:</p> <ul style="list-style-type: none"> <li>a. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT, IF APPLICABLE;</li> <li>b. CERTIFICATION OF AVAILABILITY OF FUNDS;</li> <li>c. NOTICE OF AWARD;</li> <li>d. NOTICE TO PROCEED;</li> <li>e. PERFORMANCE SECURITY AND SUBSEQUENT AMENDMENTS/ENDORSEMENTS, IF ANY;</li> <li>f. WARRANTY SECURITY, IF APPLICABLE;</li> <li>g. AMENDMENT TO ORDER/VARIATION ORDER, IF APPLICABLE; AND</li> </ul>

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	h. OTHER DOCUMENTS WHICH ARE ISSUED AFTER CONTRACT EXECUTION (E.G., NOTICE OF SUSPENSION, RESUMPTION, AND EXTENSION OF CONTRACT).
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## ***Section VIII. Checklist of Eligibility (Legal, Technical and Financial), Financial Proposal and Other Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

### **GENERAL INSTRUCTIONS ON SUBMISSION OF BIDS**

Submit TWO (2) SETS of Envelope No. 1, containing the Eligibility Documents: LEGAL, TECHNICAL AND FINANCIAL) & TWO (2) SETS OF ENVELOPE NO. 2, containing the FINANCIAL BID PROPOSAL.

## CHECKLIST OF ELIGIBILITY (LEGAL, TECHNICAL AND FINANCIAL) AND FINANCIAL PROPOSAL DOCUMENTS

**Project Title** : ONE (1) LOT SOFTWARE MAINTENANCE SUBSCRIPTION, AND TECHNICAL SUPPORT SERVICES FOR THE BSP DATA LEAKAGE PROTECTION (DLP) AS PER BSP TERMS OF REFERENCE AND ANNEXES

**P.I.N.** : BAC-HO GS No. 2024-0066

**ABC** : Php11,800,000.00, inclusive of all applicable taxes and other charges

**Bidder** : \_\_\_\_\_

### ENVELOPE NO. 1 – ELIGIBILITY ENVELOPE

(To be filled-up by the BSP Evaluator during the Preliminary Examination of Bids)

DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<b>I. ELIGIBILITY DOCUMENTS</b>				
Class “A” Documents				
<p><u>1.</u></p> <p><b><u>APPLICABLE TO LOCAL BIDDER:</u></b>                      Philippine Government Electronic Procurement System (PhilGEPS) Platinum Membership:  <input type="checkbox"/> Valid PhilGEPS Certificate of Registration - Platinum Membership including Annex “A” showing the following documents:  <input type="checkbox"/> Registration Certificate (SEC, DTI, OR CDA);  <input type="checkbox"/> Valid Mayor’s/Business Permit;<sup>5</sup> AND  <input type="checkbox"/> Current Tax Clearance Certificate (TCC).<sup>6</sup></p> <p><i>Notes:</i></p> <p>i. The PhilGEPS Certificate of Registration AND the documents listed under Annex “A” must be valid on bidding date, otherwise the submission shall be considered “FAILED”. FOR EXPIRED ELIGIBILITY DOCUMENTS IN ANNEX A, BIDDERS ARE NOT ALLOWED TO SUBMIT AN UPDATED/RENEWED TCC, BUSINESS/MAYOR’S PERMIT AND REGISTRATION CERTIFICATE.</p>				

<sup>5</sup> Or equivalent document of Mayor’s/Business Permit for Exclusive Economic Zones or Areas.

<sup>6</sup> The TCC refers to the clearance issued by the Accounts Receivable Monitoring Division (ARMD) or appropriate office of the Philippine Bureau of Internal Revenue, which is valid for bidding purposes, attesting that the taxpayer has no outstanding Final Assessment Notice and/or delinquent account. As with other bidding requirements, the BSP validates the TCC as against the BIR list of entities with validly issued TCCs.



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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p>ii. If the Bidder claims preference as a Domestic Bidder/Domestic Entity:</p> <p><input type="checkbox"/> Certification from the Department of Trade and Industry stating that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.</p> <p>iii. If bidding as a Joint Venture (JV), <u>all</u> partners must submit the document.</p> <p><b><u>APPLICABLE TO FOREIGN BIDDER:</u></b> Philippine Government Electronic Procurement System (PhilGEPS) Platinum Membership:</p> <p><input type="checkbox"/> Valid PhilGEPS Certificate of Registration - Platinum Membership including Annex “A” showing the following documents:</p> <p><input type="checkbox"/> Registration Certificate;</p> <p><input type="checkbox"/> Valid Mayor’s/Business Permit, or equivalent document;</p> <p><input type="checkbox"/> Current Tax Clearance Certificate (TCC)<sup>7</sup> issued by the Philippine Bureau of Internal Revenue; AND</p> <p><input type="checkbox"/> Certification from the relevant government office of its country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product;</p> <p style="text-align: center;">OR</p> <p><input type="checkbox"/> Copy of legislation from the country of the bidder allowing foreign bidders to participate in their government procurement, if applicable.</p> <p><i>Notes:</i></p> <p>i. Foreign Bidder refers to a citizen of a foreign country or an entity where Filipino ownership or interest is less than sixty percent (60%) who is engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid, as per Appendix 9 – Guidelines in the Determination of Eligibility of Foreign Suppliers, Contractors, and Consultants to Participate in Government Procurement Projects, of the 2016 Revised Implementing Rules and Regulations of Rep. Act No. 9184.</p> <p>ii. The PhilGEPS Certificate of Registration AND the documents listed under Annex “A” must be valid</p>				

<sup>7</sup> *Ibid* Note 6.

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<p>on bidding date, otherwise the submission shall be considered “failed”. FOR EXPIRED ELIGIBILITY DOCUMENTS IN ANNEX A, BIDDERS ARE NOT ALLOWED TO SUBMIT AN UPDATED/RENEWED TCC, BUSINESS/MAYOR'S PERMIT AND REGISTRATION CERTIFICATE.</p> <p>iii. <b>FOREIGN ENTITIES ARE REQUIRED TO SUBMIT, WITHIN TEN (10) CALENDAR DAYS</b> from receipt of the Notice of Award, the Securities and Exchange Commission (SEC) Certificate Of Registration of the foreign corporation, OR the SEC Certificate of Registration of the foreign consulting firm, AND/OR the authority or license from the appropriate government agency or professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable (REVISED AS PER GPPB RESOLUTION NO. 25-2019).</p> <p>iv. If bidding as a JV, <u>all</u> partners must submit the document.</p>				
<b>II. TECHNICAL DOCUMENTS</b>				
<p><u>2.</u></p> <p><input type="checkbox"/> Statement by the Bidder of all its ongoing government and private contracts as of <b>27 SEPTEMBER 2023</b>, including all contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (Use BSP-prescribed form). The statement shall include, for each contract, the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Name of the client, contact person, address, contact nos., and description of project;</li> <li><input type="checkbox"/> b. Contract reference (<i>e.g.</i>, Notice of Award/ Purchase Order/ Job Order/ Contract Agreement) and date;</li> <li><input type="checkbox"/> c. Amount of contract and percentage of accomplishment; AND</li> <li><input type="checkbox"/> d. Value of outstanding contracts.</li> </ul> <p><b>BIDDERS SHALL INCLUDE ALL ONGOING CONTRACTS WITH THE BSP, INCLUDING</b></p>				

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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p>ALL CONTRACT/S AWARDED BUT NOT YET STARTED FOR THE SAID PERIOD, IF ANY.</p> <p><i>Notes:</i> If bidding as a JV, the Statement shall be submitted by <u>any</u> of the JV partners.</p>				
<p><u>3./</u></p> <p><input type="checkbox"/> a.1 Statement of the Bidder's Single Largest Completed Contract (SLCC) completed from Y2018 to present similar to the contract to be bid, amounting to at least fifty percent (50%) of the ABC (Use BSP-suggested form). A similar contract refers to <b>ANY CONTRACT WHICH INVOLVES SUPPLY, DELIVERY, INSTALLATION AND/OR SUPPORT AND MAINTENANCE <u>OF ANY IT SECURITY RELATED SOLUTION.</u></b></p> <p style="text-align: center;">AND/OR</p> <p><input type="checkbox"/> a.2 Copy of SLCC completed from Y2018 to present similar to the contract to be bid, amounting to at least fifty percent (50%) of the ABC. (Contract/Agreement can be any or all of the following: Contract/Job Order/Purchase Order/Notice of Award/Notice to Proceed/ Sales Invoice/Official Receipt or any other duly executed document proving/showing the name/nature of project or project description and contract cost))</p> <p style="text-align: center;">AND</p> <p><input type="checkbox"/> b. Proof of Completion and/or Acceptance for the aforesaid SLCC (Proof of completion and acceptance can be any or all of the following: Official Receipt/Certificate of Completion/ Certificate of Acceptance/Certificate of Satisfactory Performance/Sales Invoice/Delivery Receipt duly acknowledged by the client).</p> <p><i>Notes:</i></p> <p>i. The submitted document/s must show the following mandatory information:</p>				

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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<input type="checkbox"/> (a) Name/Title of Contract; <input type="checkbox"/> (b) Contract must have been completed and/or accepted as of date of bidding; <input type="checkbox"/> (c) Name of Client; <input type="checkbox"/> (d) Contact information of Client; <input type="checkbox"/> (e) Nature/type of goods and services provided; <input type="checkbox"/> (f) Contract is similar to the requirement; and <input type="checkbox"/> (g) Contract cost is at least fifty percent (50%) of the total ABC.  ii. As part of post-qualification, the BAC will validate the submitted documents of the bidder. As such, the bidder shall ensure that the submitted SLCC/s can be verified by the BAC's duly authorized representatives by providing updated contact details of its client/s; iii. If all details needed in items 3a and 3b can be established in any of the submitted document/s or in a single document, the same is acceptable as submission for the two (2) items; iv. A Filipino citizen/sole proprietorship, partnership, corporation, or cooperative may submit a contract which it previously entered into in partnership with another person/entity as a JV in compliance with the SLCC [Single Largest Completed Contract] requirement, provided that such JV was unincorporated or contractual in nature. Otherwise, the contract of said JV shall not be considered as an individual experience of any of the JV partners for purposes of complying with the above technical eligibility requirement; and v. If bidding as a JV, the statement shall be submitted by <u>any</u> of the JV partners.				
<p><u>4.</u></p> <p><b>BID SECURITY</b></p> <input type="checkbox"/> NOTARIZED BID SECURING DECLARATION (BSD) (Use GPPB-prescribed form); or				
<p>Any of the following forms and amounts (refer to CLAUSE 14.1 of BDS for applicable amounts):</p> <input type="checkbox"/> Cash or Cashier's/Manager's Check issued by a UB or KB;				

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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p><input type="checkbox"/> Bank draft/guarantee or irrevocable letter of credit issued by a UB or KB: Provided, however, that it shall be confirmed or authenticated by a UB or KB, if issued by a foreign bank (for a list of UBs/KBs, refer to <a href="http://www.bsp.gov.ph">http://www.bsp.gov.ph</a>); OR</p> <p><input type="checkbox"/> Surety Bond callable upon demand issued by a surety or insurance company duly authorized by the Insurance Commission to issue such security.</p> <p><i>Notes:</i></p> <p>i. The BID SECURITY must comply with the following conditions, otherwise the submission shall be considered “failed”:</p> <p style="margin-left: 20px;">a. Denominated in the currency subject of the bid; and</p> <p style="margin-left: 20px;">b. Posted in favor of the BSP.</p> <p>ii. If <u>Cash or Cashier’s/Manager’s Check</u> is posted as bid security:</p> <p style="margin-left: 20px;">a. It must be denominated in the currency subject of the bid, put in a separate envelope with amount stated therein, sealed, and placed inside Envelope No. 1. The Cashier’s/Manager’s Check must be posted in favor of BSP.</p> <p style="margin-left: 20px;">b. If BID SECURITY is paid through BSP’s accredited collecting agents (<i>i.e.</i>, Union Bank of the Philippines, and China Banking Corporation) via over-the-counter bills payment (Deposit Slip) or online banking bills payment (if bidder has an account with BSP’s accredited collecting agent), or through Debit/Credit/(Visa/Master) Card Facility (Online Payment), a copy of the deposit slip or screenshot of the online payment shall be included in Envelope No. 1.</p> <p>iii. If Bank Draft/ Guarantee or Irrevocable Letter of Credit is posted as bid security:</p> <p>If the Bank Draft/Guarantee or Irrevocable Letter of Credit is issued by a Foreign UB or KB (Bidder’s corresponded bank in the country of the bidder concerned), this should be sent through SWIFT Message to the BSP – Financial Markets and confirmed or authenticated by the Philippine UB or KB (<i>for list of UBs/KBs, refer to <a href="http://www.bsp.gov.ph">http://www.bsp.gov.ph</a></i>). Proof of payment thereof shall be included in Envelope No. 1.</p>				

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<p>In case the foreign bidder opted to submit a Bank Draft/Guarantee or Irrevocable Letter of Credit sent through SWIFT Message as bid security and confirmed the same with the BAC Secretariat (<i>via e-mail address: <u>BACSecretariat-HO@bsp.gov.ph</u></i>) <u>prior bidding date</u>, the BAC Secretariat will provide the bank account details, SWIFT Code and other information to the foreign bidder necessary for this arrangement.</p> <p>iv. The bidder is allowed to submit photocopy of any of the following:</p> <p>a. Notarized Bid Securing Declaration, subject to submission of the <b>SIGNED, ORIGINAL AND NOTARIZED COPY</b> thereof as a post-qualification requirement under Other Documents required from the bidder with the S/LCB;</p> <p>b. Official receipt/deposit/transaction slip/proof of online payment, if paid in Cash or Cashier's/Manager's Check, which is denominated in the currency subject of the bid; OR</p> <p>c. Other acceptable forms of bid security (<i>i.e.</i>, Bank Draft/Guarantee or Irrevocable Letter of Credit and Surety Bond), subject to submission of the <b>ORIGINAL COPY</b> thereof as a post-qualification requirement under Other Documents required from the bidder with the S/LCB.</p> <p>v. For submitted BSD which is defectively notarized, except when the defect relates to the authority of the notary public or his/her notarial commission, the bidder shall be allowed to submit properly notarized BSD as a post-qualification requirement under Other Documents required from the bidder with the S/LCB.</p> <p>vi. If bidding as a JV, the document/s shall be submitted by <u>any</u> of the JV partners.</p>				
<p><u>5.</u></p> <p><b>TECHNICAL REQUIREMENTS</b></p> <p>5.1 <input type="checkbox"/> BSP Terms of Reference duly signed by the bidder or its authorized representative/s (8 pages), which includes the following:</p>				

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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p> <input type="checkbox"/> Annex A – Service Level Agreement (SLA) (3 pages); and  <input type="checkbox"/> Annex B – Confidentiality and Non-Disclosure Agreement (CNDA) (2 pages) </p> <p><i>Notes:</i></p> <p>i. In case the BSP Terms of Reference and its Annexes duly signed by the bidder or its authorized representative/s are not submitted during submission and opening of bids as part of the technical documents, the said documents shall be submitted as a post-qualification requirement under Other Documents required from the bidder with the single/lowest calculated bid (S/LCB) to signify conformity; and</p> <p>ii. If the BSP Terms of Reference and its Annexes had been revised and issued through bid bulletin/s, the duly signed revised BSP Terms of Reference and its Annexes must be submitted by the bidder during submission and opening of bids as part of the technical documents or as a post-qualification requirement under Other Documents required from the bidder with the S/LCB, to signify conformity to the changes in the revised document/s.</p> <p>iii. Notarization of Annex B – BSP CNDA shall be done during project implementation by the awardee.</p> <p>5.2 <input type="checkbox"/> Certification or Proof of Authority from the Product Manufacturer/Principal showing that the bidder is authorized to supply/deliver/sell Symantec Data Leakage Protection software and authorized to provide after sales support services;</p> <p><input type="checkbox"/> If the Bidder is a MANUFACTURER, the bidder may submit a certification stating such fact;</p> <p style="text-align: center;">OR</p> <p>If the Bidder is acting as a DISTRIBUTOR, CHANNEL PARTNER, or RESELLER, the bidder may submit any of the following</p>				

DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p>documents showing the bidder’s authority to supply/deliver/sell Symantec Data Leakage Protection software; and authorized to provide after sales support services:</p> <p><input type="checkbox"/> certification issued by the manufacturer; or</p> <p><input type="checkbox"/> official website of the manufacturer with URL; or</p> <p><input type="checkbox"/> any similar document, whether issued by the manufacturer or authorized distributor/channel partner.</p> <p><i>Notes:</i></p> <p>i. IF THE PRODUCT MANUFACTURER/ PRINCIPAL/DISTRIBUTOR/CHANNEL PARTNER DOES NOT ISSUE A SIGNED CERTIFICATION, THE BIDDER MUST BE ABLE TO SHOW EQUIVALENT PROOF SHOWING THE SAME AUTHORITY AS PROVIDED ABOVE, AS APPEARING IN ANY PRINTED LITERATURE OR OFFICIAL WEBSITE [WITH THE REFERENCE OR SOURCE OF THE DOCUMENT CITED IN THE DOCUMENT (EG. BROCHURE, WEBSITE URL, ETC.)].</p> <p>ii. The submitted literature is requested to contain the name of the Manufacturer and its contact details, or at least can be derived from the submitted documents.</p> <p>5.3 <input type="checkbox"/> Bidder’s at least one (1) Solution/Product Technical Support/Engineer that will implement the project with the following qualifications and supporting documents:</p> <p><u>Qualifications:</u></p> <ul style="list-style-type: none"> <li>• Must be an employee of the bidder:</li> <li>• Must have a minimum of one (1) year experience in providing on-site support and consultation on Symantec Data Leakage Protection; and</li> <li>• Should be a Certified or Trained Product Solution/Product Technical</li> </ul>				



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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p>Support/Engineer of Symantec Data Leakage Protection.</p> <p><u>Supporting Documents:</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Certificate of Employment issued by the bidder;</li> <li><input type="checkbox"/> Curriculum Vitae; and</li> <li><input type="checkbox"/> Training Certificate issued by the Principal or authorized training provider/partner taken within the last five (5) years and/or certification should be issued by the Principal or authorized training provider/partner and should be valid for at least one (1) year</li> </ul> <p><i>Note:</i> If bidding as a JV, the document/s shall be submitted by <u>any</u> of the JV partners.</p>				
<p><u>6.</u></p> <p><input type="checkbox"/> NOTARIZED OMNIBUS SWORN STATEMENT (OSS) of the bidder containing using the GPPB prescribed form as per GPPB Resolution No. 16-2020 and among the bid documents herein included.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Appointment of the Bidder's Authorized/Designated Representative;</li> <li><input type="checkbox"/> b. Authority of the Bidder's Authorized/Designated Representative;</li> <li><input type="checkbox"/> c. Non-inclusion in the Blacklist;</li> <li><input type="checkbox"/> d. Authenticity of the Submitted Documents;</li> <li><input type="checkbox"/> e. Authority to Validate Submitted Documents;</li> <li><input type="checkbox"/> f. Disclosure of No Relationship;</li> <li><input type="checkbox"/> g. Compliance with Labor Laws and Regulations;</li> <li><input type="checkbox"/> h. Bidder's Responsibilities;</li> <li><input type="checkbox"/> i. Compliance with GPPB Resolution No. 22-2013 in relation to BSP's "No Gift Policy" under Office Order No. 0485, Series of 2014; AND</li> <li><input type="checkbox"/> j. Provision on Advance Payment.</li> </ul> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>i. Bidders are highly encouraged to use the template provided to minimize errors or omissions in the forms submitted. However, failure to use said</li> </ul>				

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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p>template is not a ground for disqualification, provided that the form submitted includes all the mandatory provisions required in the 2016 Revised IRR of RA No. 9184 and its associated issuances and as identified in GPPB Circular No. 04-2020 and other relevant GPPB Issuances. Omission of any of the mandatory provisions in the OSS shall be considered as “failed” unless the provision is not applicable to the requirement.</p> <p>ii. Wrong entry of the project name shall be considered as “FAILED”.</p> <p>iii. The bidder is allowed to submit photocopy of the notarized OSS, subject to submission of the <b>SIGNED, ORIGINAL AND NOTARIZED COPY</b> thereof as a post-qualification requirement under Other Documents required from the bidder with the S/LCB;</p> <p>iv. For submitted OSS which is defectively notarized, except when the defect relates to the authority of the notary public or his/her notarial commission, the bidder shall be allowed to submit properly notarized OSS as a post-qualification requirement under Other Documents required from the bidder with the S/LCB;</p> <p>v. Refer to the BSP website for the list of BSP personnel involved in the procurement. For the list of BSP personnel involved in project, refer to the BSP Terms of Reference/BSP Technical Specifications (for disclosure of no relationship); and</p> <p>vi. If bidding as a JV, <u>all</u> partners must submit the document.</p> <p style="text-align: center;">AND</p>				
<p>Proof of Appointment of Bidder’s Authorized Representative/s (Proof of Appointment)</p> <p><input type="checkbox"/> NOTARIZED Certificate issued by the Corporate Secretary (for Corporation/ Cooperative/ Joint Venture) or issued by the Managing Partner or President (for Partnership), attesting the appointment of the bidder’s representative/s (Refer to Sample Form); OR</p> <p><input type="checkbox"/> NOTARIZED Special Power of Attorney, for Sole Proprietorship (Refer to Sample Form).</p> <p><i>Notes:</i></p>				

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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p>i. If bidding as a JV, which is already formed, JV can submit <u>one</u> NOTARIZED Certificate appointing bidder's representative/s.</p> <p>ii. If JV is not yet formed, <u>all</u> partners must submit the Notarized Certificate.</p> <p>iii. The bidder is allowed to submit photocopy of the notarized Proof of Appointment, subject to submission of the <b>SIGNED, ORIGINAL AND NOTARIZED</b> Proof of Appointment within ten (10) calendar days from receipt of the Notice of Award (NOA), if the bidder's representative will be the one to sign the same on behalf of the winning bidder.</p> <p>iv. A Proof of Appointment that lacks the specimen signature or initials of the authorized representative/s shall be acceptable. However, the bidder shall submit the <b>SIGNED, ORIGINAL AND NOTARIZED</b> Proof of Appointment which contains the signature and/or initials of the authorized representative/s within ten (10) calendar days from receipt of the NOA;</p> <p>v. For submitted Proof of Appointment, which is defectively notarized, except when the defect relates to the authority of the notary public or his/her notarial commission, the bidder shall be allowed to submit properly notarized Proof of Appointment within ten (10) calendar days from receipt of the NOA;</p> <p>vi. Frequent or past bidders of the BSP who maintain or retain the same bidders' representative can submit a copy of the same Secretary's Certificate or SPA used in another bidding; and</p> <p>vii. Bidder must ensure that they clearly indicate whether they are designating as authorized representatives <b>"(ANY or ALL)"</b> of the indicated representatives".</p>				
<b>III. FINANCIAL DOCUMENTS</b>				
<p><u>7.</u></p> <p><b><u>APPLICABLE TO LOCAL BIDDER:</u></b></p> <p><input type="checkbox"/> <b>LATEST AUDITED FINANCIAL STATEMENT</b> (AFS) which should not be earlier than two (2) years from the date of bid submission, <b>stamped "received"</b> by the BIR or its duly accredited and authorized institution, <b>or electronically received</b> by the BIR AFS e-submission as shown by the proof of confirmation receipt from the BIR.</p>				

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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>i. The submitted AFS must be the latest AFS submitted to the BIR.</li> <li>ii. AFS under submitted Annex A of PhilGEPS Certificate is acceptable provided that it is the latest AFS submitted to the BIR.</li> <li>iii. Submission of a consolidated AFS is allowed, provided, that the data for the participating Bidder can be extracted to establish the financial capacity of the Bidder;</li> <li>iv. If bidding as a Joint Venture (JV), the AFS shall be submitted by any of the JV partners provided that the partner responsible to submit the AFS shall likewise submit the Statement of All Ongoing Contracts and NFCC.</li> </ul> <p><b><u>APPLICABLE TO FOREIGN BIDDER:</u></b></p> <p><input type="checkbox"/> LATEST AUDITED FINANCIAL STATEMENT (AFS), WHICH SHOULD NOT BE EARLIER THAN TWO (2) YEARS FROM THE DATE OF BID SUBMISSION.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>i. AFS under submitted Annex A of PhilGEPS Certificate is acceptable provided that it should not be earlier than two (2) years from the date of bid submission.</li> <li>ii. Submission of a consolidated AFS is allowed, provided, that the data for the participating Bidder can be extracted to establish the financial capacity of the Bidder.</li> <li>iii. In case a foreign bidder is not required to submit AFS pursuant to the laws in its jurisdiction, it shall submit the following: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. A certification from the relevant foreign government agency stating to the effect that submission of AFS is not required under its laws; AND</li> <li><input type="checkbox"/> b. In lieu of the AFS, Financial Statement stamped received by its appropriate tax authority for the preceding year, shall be submitted. In case a Financial Statement stamped received by the tax authority is not yet available, submission of a Financial Statement for the required year is allowed, together with a Notarized Certification from</li> </ul> </li> </ul>				

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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p>the accounting firm, which prepared the Financial Statements stating that it has prepared the said Financial Statements in accordance with all pertinent laws and regulations under its jurisdiction.</p> <p>iv. The above documents or its equivalent document/s may be substituted by the appropriate equivalent documents in English, if any, issued by the country of the bidder concerned. Otherwise, it must be accompanied by a translation of the documents in English issued by the relevant foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be apostilled<sup>8</sup> in apostille countries or authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.</p> <p>v. If bidding as a Joint Venture (JV), the AFS shall be submitted by <u>any</u> of the JV partners provided that the partner responsible to submit the AFS shall likewise submit the Statement of All Ongoing Contracts and NFCC.</p>				
<p><u>8.</u></p> <p><input type="checkbox"/> Computation of Net Financial Contracting Capacity (NFCC) which must be at least equal to the total ABC, based on submitted AFS under Annex A of PhilGEPS Certificate or submitted AFS under Item 7, and list of ongoing project/s under Item 2, computed as follows:</p> <p>NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</p> <p style="text-align: center;"><b>OR</b></p>				

<sup>8</sup> An Apostille is a certificate that authenticates the origin of a public document. It is issued by a country that is party to the Apostille Convention to be used in another country which is also a party to the Convention. On 14 May 2019, the Philippines officially became a party to the Apostille Convention. Authentication is still required for all Philippine documents to be used abroad, but this time with an Apostille instead of an Authentication Certificate ("red ribbon") as proof of authentication. After authentication by the Department of Foreign Affairs - Office of Consular Affairs (DFA-OCA), as Competent Authority, there is no more need for authentication (legalization) by Foreign Embassies or Consulates except for countries that have not acceded to the Convention and countries that objected to the Philippine accession (Source: <https://www.dfa.gov.ph/dfa-news/dfa-releasesupdate/22280-question-and-answer-and-infographics-onauthenticationthrough-apostille>).

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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p><input type="checkbox"/> Committed Line of Credit issued by a Universal Bank (UB) or Commercial Bank (KB), which must be at least equal to ten percent (10%) of the total ABC; Provided, that if the same is issued by a foreign UB or KB, it shall be confirmed or authenticated by a local UB or KB (see BSP sample form).</p> <p><i>Notes:</i></p> <p>i. The values of the domestic bidder's current assets and current liabilities shall be based on the latest AFS submitted to the BIR.</p> <p>ii. The submitted Committed Line of Credit must be effective on the date of bid submission or not later than ten (10) calendar days from receipt of Notice of Award. Further, it should be specifically issued for the project for which the bidder is participating, otherwise, it will not satisfy the eligibility criterion for contracting capacity (see BSP sample form).</p> <p>iii. If bidding as a JV, the document shall be submitted by <u>any of the JV partners provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all ongoing contracts and AFS.</u></p>				
Class "B" Documents				
<p><u>9./E-DOC9</u></p> <p>If bidding as a FORMED JV:</p> <p><input type="checkbox"/> a. Valid JV Agreement (JVA) showing, among others, the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Responsibility of each of the JV partners or its contributions to the JV;</li> <li><input type="checkbox"/> IF ONE OF THE JV PARTNERS IS A FOREIGN ENTITY, FILIPINO OWNERSHIP OR INTEREST OF THE JV CONCERNED;</li> <li><input type="checkbox"/> All partners to the joint venture shall be jointly and severally liable to the Procuring Entity; and</li> <li><input type="checkbox"/> JV partner who will receive the payment in case the contract is awarded to the JV.</li> </ul> <p><i>Notes:</i></p> <p>i. Bidders that submit JVA that lacks any of the enumerated provisions except for responsibility/contribution of the JV</p>				

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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p>partners, shall not be declared as ineligible or post-disqualified but shall be required to submit a valid JVA containing the lacking provisions within ten (10) calendar days from receipt of the Notice of Award (NOA).</p> <p>ii. For submitted JVA which is defectively notarized, except when the defect relates to the authority of the notary public or his/her notarial commission, the bidder shall be allowed to submit properly notarized JVA within ten (10) calendar days from receipt of the NOA.</p> <p>iii. The bidder is allowed to submit photocopy of the notarized JVA, subject to submission of the <b>SIGNED, ORIGINAL AND NOTARIZED JVA</b> within ten (10) calendar days from receipt of the NOA.</p> <p>iv. Foreign JV partners are required to obtain a license to transact business in the country or Securities Exchange Commission (SEC) Certificate of Registration.</p> <p>If bidding as a JV TO BE FORMED:</p> <p><input type="checkbox"/> b. In the absence of a JVA, a NOTARIZED statement(s) from each/all the potential JV partners stating, among others, the following (See BSP suggested form):</p> <p style="margin-left: 20px;"><input type="checkbox"/> They will enter into and abide by the provisions of the JVA in the instance that their bid is successful;</p> <p style="margin-left: 20px;"><input type="checkbox"/> Failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security; and</p> <p><i>Notes:</i></p> <p>i. Bidders that submit Notarized Statements must submit a valid JVA that contains the following statements within ten (10) calendar days from receipt of the NOA. Failure to submit a valid JVA shall be a ground for bid disqualification and forfeiture of the Bid Security;</p> <p style="margin-left: 20px;">a. Responsibility of each of the JV partners or its contributions to the JV;</p> <p style="margin-left: 20px;">b. IF ONE OF THE JV PARTNERS IS A FOREIGN ENTITY, FILIPINO</p>				

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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAI L	REMARKS
<p>OWNERSHIP OR INTEREST OF THE JV CONCERNED;</p> <p>c. All partners to the joint venture shall be jointly and severally liable to the Procuring Entity; and</p> <p>d. JV partner who will receive the payment in case the contract is awarded to the JV.</p> <p>ii. For submitted statement/s which are defectively notarized, except when the defect relates to the authority of the notary public or his/her notarial commission, the bidder is required to submit the <b>SIGNED, ORIGINAL AND NOTARIZED JVA</b> within ten (10) calendar days from receipt of the NOA.</p> <p>iii. The bidder is allowed to submit photocopy of the statement/s from <u>each/all</u> the potential JV partners, subject to submission of the <b>SIGNED, ORIGINAL AND NOTARIZED JVA</b> within ten (10) calendar days from receipt of the NOA.</p>				

Checked by: \_\_\_\_\_  
*Signature Above Name*

Date: \_\_\_\_\_



**ENVELOPE NO. 2 – FINANCIAL BID PROPOSAL**

THE FINANCIAL BID FORM INCLUDING ALL ATTACHMENTS (IF ANY) SHALL BE SIGNED/INITIALED/E-SIGNED BY THE BIDDER OR BIDDER’S AUTHORIZED REPRESENTATIVE/S ON EACH AND EVERY PAGE. FAILURE TO DO SO SHALL BE A GROUND FOR REJECTION OF THE BID.

In case one or more of the requirements in Envelope No. 2 is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid as “failed”. (Sec. 30.2, Rule IX, IRR).

Bids not addressing or providing all the required items in the Bidding Documents including, where applicable, Financial Bid Form and Bid Cost Sheet, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a “0” (zero) or “-” (dash) for the said item would mean that it is being offered for free to the government, except those required by law or regulations to be provided for. (Sec 32.2.1(a), Rule IX, IRR).

Further, bidders are not allowed to revise the project components/ fixed costs/quantities/units of measurement indicated therein. During the conduct of bid evaluation, if project components/ fixed costs/quantities/units of measurement is revised, the bid shall be recalculated based on the project components/ fixed costs quantities/unit of measurement indicated in the final Bid Cost Sheet. This is to ensure that all bids are evaluated on equal footing pursuant to Section 32.2.2 of the 2016 Revised IRR.

During the conduct of bid evaluation, the total calculated bid price shall be rounded off to the nearest hundredths [Two (2) decimal places].

	CONTENTS OF DOCUMENT	P A S S	F A I L	REMARKS
1. <input type="checkbox"/> Duly accomplished and signed FINANCIAL BID FORM (Use BSP-prescribed form)				
2. <input type="checkbox"/> Duly accomplished and signed BID COST SHEET (Use BSP-prescribed form)				

Checked by: \_\_\_\_\_  
Signature Above Name

Date: \_\_\_\_\_

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**OTHER DOCUMENTS REQUIRED FROM THE BIDDER WITH THE SINGLE/LOWEST CALCULATED BID (L/SCB) UNDER SECTION 34.2 OF THE REVISED IRR**

- Documents must be submitted within five (5) calendar days from receipt of notice/advice from the BAC.
- Failure to submit the post-qualification documents within five (5) calendar days from receipt of notice/advice from the BAC or a finding against the veracity of such shall disqualify the bidder for award and/or be a ground for imposition of appropriate sanctions.
- The bidder may also opt to submit the documents on date of bidding.
- Documents may be submitted manually or electronically, except for Items 4 and 5 which must be submitted manually.

	SUBMITTED		NOT SUBMITTED
	During bidding	During post-qualification	
<p>1. Y2021 or Y2022, if available, INCOME TAX RETURNS (ITR) duly filed thru Electronic Filing and Payment System (eFPS) of the BIR, as provided for under Executive Order (E.O.) No. 398 or Revenue Regulations (RR) 3-2005, together with the Filing and Payment References.</p> <p><i>Note:</i> If bidding as a JV, <u>all</u> partners shall submit the document. For <u>foreign bidder or JV partner</u>, submit an equivalent document from the state or country where the firm is duly registered.</p>			
<p>2. BUSINESS TAX RETURNS (Quarterly Value-Added Tax Form 2550-Q) for the quarter ending 31 March 2023 or 30 June 2023, if available, per RR 3-2005.</p> <p><i>Note:</i> If bidding as a JV, <u>all</u> partners shall submit the document. For <u>foreign bidder or JV partner</u>, submit an equivalent document from the state or country where the firm is duly registered.</p>			
<p>3. CURRENT GENERAL INFORMATION SHEET from the Securities and Exchange Commission and COMPANY PROFILE indicating the following (if applicable):</p> <p>a. Current composition of the Board of Directors;  b. Principal Officers;  c. Principal Stockholders; and  d. Line of works / services.</p>			

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	SUBMITTED		NOT SUBMITTED
	During bidding	During post- qualification	
<p><i>Note:</i> If bidding as a JV, <u>all</u> partners shall submit the document.</p>			
<p>4. SIGNED, ORIGINAL AND NOTARIZED BID SECURING DECLARATION, in case photocopy and/or defectively notarized copy thereof was submitted in Envelope No.; or original copy of any one of the following acceptable forms of Bid Security, in case photocopy was submitted in Envelope No. 1:</p> <p><input type="checkbox"/> Bank draft/guarantee or irrevocable letter of credit issued by a UB or KB: Provided, however, that it shall be confirmed or authenticated by a UB or KB, if issued by a foreign bank; or</p> <p><input type="checkbox"/> Surety Bond callable upon demand issued by a surety or insurance company duly authorized by the Insurance Commission to issue such security.</p> <p><i>Note:</i> If bidding as a JV, the document shall be submitted by any of the JV partners.</p>			
<p>5. SIGNED, ORIGINAL AND NOTARIZED OMNIBUS SWORN STATEMENT (OSS), in case photocopy and/or defectively notarized copy thereof was submitted in Envelope No. 1.</p> <p><i>Notes:</i></p> <p>i. Omission of any of the mandatory provisions in the OSS shall be considered as “post-disqualified” unless the provision is not applicable to the requirement.</p> <p>ii. If bidding as a JV, <u>all</u> partners must submit the document.</p>			
<p>6. BSP Terms of Reference and Annexes, duly signed by the bidder or its authorized representative/s, in case said document/s was/were not submitted in Envelope No. 1.</p> <p><input type="checkbox"/> BSP Terms of Reference (8 pages);</p> <p><input type="checkbox"/> Annex A – Service Level Agreement (SLA) (3 pages); and</p> <p><input type="checkbox"/> Annex B – Confidentiality and Non-Disclosure Agreement (CNDA) (2 pages).</p> <p><i>Note:</i> If bidding as a JV, the documents shall be submitted by any of the JV partners.</p>			

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	SUBMITTED		NOT SUBMITTED
	During bidding	During post-qualification	
<p>7. Bidder's statement that it has an authorized technical support/ service center/branch/partner distributor in Manila.</p> <p><i>Note: If bidding as a JV, the documents shall be submitted by any of the JV partners.</i></p>			

**ADDITIONAL REQUIREMENT APPLICABLE ONLY TO A BIDDER WHO/WHICH IS A PREVIOUS/CURRENT SUPPLIER OF BSP:**

	SUBMITTED		NOT SUBMITTED
	During bidding	During post-qualification	
<p>1. CERTIFICATE OF SATISFACTORY PERFORMANCE issued by the end-user department for the following, if any:</p> <p style="margin-left: 40px;">a. Most recent project undertaken with BSP, whether completed or uncompleted; and</p> <p style="margin-left: 40px;">b. All ongoing BSP project/s with at least 20% accomplishment.</p> <p><i>Notes:</i></p> <p style="margin-left: 20px;">i. The BAC's duly authorized representative/s may conduct its own verification of the above project/s of the bidder to determine whether the BSP's end-user department/s has on record the issued CSP/s or the bidder has satisfactorily performed the above project/s as confirmed by the BSP's end-user department/s, in compliance with this requirement.</p> <p style="margin-left: 20px;">ii. If bidding as a JV, all partners shall submit the document.</p>			

Received by: \_\_\_\_\_

*Signature Above Name*

Date: \_\_\_\_\_

**IMPORTANT NOTICE:**

1. In case of any inconsistency between the Invitation to Bid (IB) and all other documents, the *IB shall prevail*. In case of inconsistency between the listed documents in the Instructions to Bidders (ITB) and the Bid Data Sheet (BDS) and Checklist of Requirements for Bidders, the *ITB and BDS shall prevail; and*
2. The actual signature of the authorized representative of the prospective bidder, cropped and pasted handwritten signatures, adobe-created signatures, unique figures and symbols and stamped signatures are ACCEPTABLE as e-signatures. However, text-typing the name of the bidder and/or the words "SGD. or ORIGINAL SIGNED" and the like without distinctive features are NOT ACCEPTABLE.



# BANGKO SENTRAL NG PILIPINAS

## TERMS OF REFERENCE

### PART A – GENERAL REQUIREMENTS

#### I. TITLE AND COMPLETE DESCRIPTION OF THE PROJECT

ONE (1) LOT - SOFTWARE MAINTENANCE SUBSCRIPTION, AND TECHNICAL SUPPORT SERVICES FOR THE BSP DATA LEAKAGE PROTECTION (DLP)

#### II. INTRODUCTION / OBJECTIVES

##### A. Background Information and Rationale of the Project

The service consists of on-call support, subscription updates, and software upgrade. For purposes of this Terms of Reference (ToR), the **Service/Solution Provider** shall refer to as the prospective company (principal/distributor/partner/reseller) authorized or qualified to support specialized technical services.

The existing contract for the DLP (Symantec) will be valid until **31 December 2023**.

##### B. Objectives, Purposes, and Expected Results

This BSP Cybersecurity Department (CsD) sponsored service shall be called ONE (1) LOT - SOFTWARE MAINTENANCE SUBSCRIPTION, AND TECHNICAL SUPPORT SERVICES FOR THE BSP DATA LEAKAGE PROTECTION (DLP). The objective of this service is to ensure continuous operation of the existing Symantec DLP.

##### Definition of Terms

a. **“Technical Support Services”** means support services, which include, but not limited to services such as the following:

- Provision of Utilities/Tools/Miscellaneous Files/Help Databases
- Software Installation, Setup and Configuration
- Phone, email, on-call and on-site support as requested by BSP

b. **“Subscription Services”** means (1) the value-added service to provide continuous right for end-user to access proprietary online application and/or download the latest content updates and software enhancements to ensure the optimum operation and upkeep of the system, or (2) an enrollment to a guarantee program offered by the original equipment manufacturer for the upkeep of equipment and/or protection against software and/or hardware failure, in exchange for a proportionate premium or amount. The subscription is an obligation of the service/solution provider to allow or enroll end-user for an unlimited access or enrollment to a program, on an agreed period, including access or download to contents such as but not limited to the following resources:

- i. Proprietary Databases Services
  - Database and Modules Services (or equivalent)
  - Content Updates (or equivalent)
- ii. Software Maintenance Subscriptions
  - Right to receive and use Software Releases such as
    - Service Packs,
    - Patches / Security Fixes and
    - Version Upgrades
  - Supported Drivers

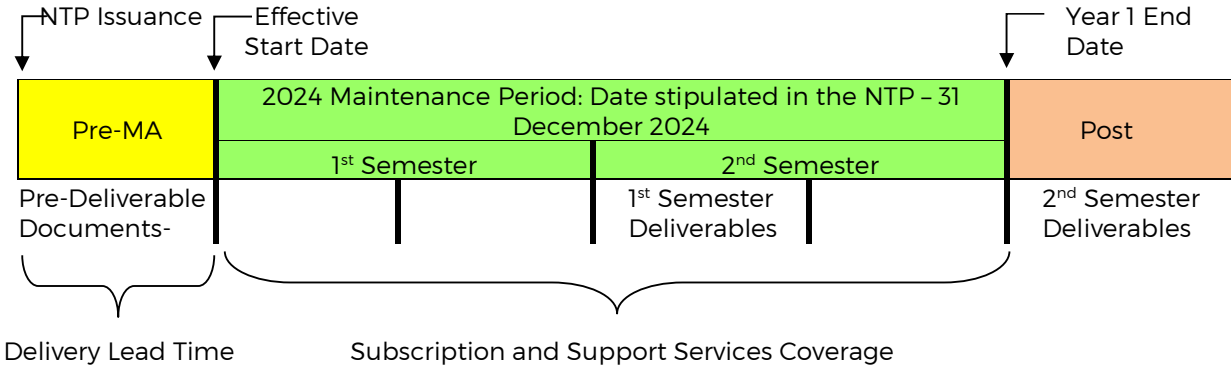
c. **Update or Maintenance Release** - means delivery of next higher release, maintenance corrections, patches, minor enhancements or fixes only.

**d. Upgrade or Major Release** - means delivery of next higher version or advanced edition, has new features and major enhancements or changes in functions.

**III. CONTRACT DURATION/ PROJECT PERIOD/ DELIVERY PERIOD<sup>1</sup>**

The contract shall commence on the date stipulated in the Notice to Proceed to be issued by the Cybersecurity Department to end on 31 December 2024

The Service/Solution Provider shall observe the Maintenance Timeline below:



<sup>1</sup> In the computation of the Contract Period, the day of the act or event from which the designated period of time begins to run is to be excluded and the last day of the period so computed is to be included. If the last day of the period, as thus computed, falls on a Saturday, a Sunday, or a legal holiday, the time shall not run until the next working day. Likewise, the contract duration shall be computed in the equivalent number of days following Republic Act (R.A.) No. 386 and Executive Order (E.O.) No. 292.

PERIOD	EQUIVALENT
Year	Twelve calendar months
Month*	Thirty days
Day	Twenty-four hours
Night	Sunset to sunrise

\*Unless it refers to a specific calendar month in which case it shall be computed according to the number of days the specific month contains

**IV. CONDUCT OF SITE INSPECTION**

*Not Applicable. Item does not warrant Site Inspection as this pertains to License and Support deliverable only.*

**V. WARRANTY PROVISION**

*Not Applicable. Item does not warrant application of warranty as this pertains to License and Support deliverable only.*

**VI. BILLING AND PAYMENT SCHEDULE/PAYMENT CONDITIONS**

Billing statements shall be addressed to:

The Administrative Division  
 Technology and Digital Innovation Office  
 Bangko Sentral ng Pilipinas  
 A. Mabini Street corner P. Ocampo Sr. Avenue, Malate Manila 1004

All billing statements shall clearly indicate the Contract Agreement number assigned by BSP for this contract, primarily for internal requirements of identification and association of billing statements to this particular contract.

**PAYMENT SCHEDULES/ CONDITIONS**

Payment of the delivered services shall be based on the following payment schedule:

Payment Description	Completion Criteria	% of Payment
1  Subscription Services	<ul style="list-style-type: none"> <li>• Successful uploading of license, updating and testing of items listed in Table B.1.</li> <li>• Submission of Proof-of-Entitlement or equivalent document for the required software and hardware maintenance</li> <li>• Issuance by the BSP of Certificate of Satisfactory Completion of Services Rendered</li> </ul>	Subscription Services Cost for Year 2024
2	<ul style="list-style-type: none"> <li>• Upon issuance of Certificate of Satisfactory Completion of Services Rendered for the period: <b>NTP effective start date to 30 June 2024</b></li> </ul>	50% of Technical Support Services Cost for Year 2024
3	<ul style="list-style-type: none"> <li>• Upon issuance of Certificate of Satisfactory Completion of Services Rendered for the period: <b>1 July 2024 to 31 December 2024</b></li> </ul>	50% of Technical Support Services Cost for Year 2024

In no case shall advance payment be made and payment shall only cover the actual days/period/services rendered.

**VII. DELIVERY, STORAGE, AND HANDLING**

All deliverables and its subcomponents not yet installed or turned over to BSP are the responsibility of the Service/Solution Provider unless otherwise properly turned over to BSP for safekeeping. Damage or loss of the said deliverables and/or its subcomponents shall be replaced by the Service/Solution Provider at no cost to BSP.

**VIII. CONTINUITY OF SERVICES**

1. The Service/Solution Provider shall take no action which may interrupt or interfere with existing services unless prior arrangements have been made and prior written approval was secured from BSP authorized representative. Work shall be arranged so that shutdown time is minimized.
2. The Service/Solution Provider shall agree to the scheduled operational and security restrictions at the BSP site during implementation.
3. Should services be inadvertently interrupted, the Service/Solution Provider shall immediately allocate appropriate labor, including overtime, material, and equipment necessary for the prompt restoration of interrupted service.

**IX. LIQUIDATED DAMAGES**

For the procurement of Goods, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion of every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract without prejudice to other courses of action and remedies available under the circumstances (Section, 68 The Revised IRR of R.A. No. 9184).

**X. SERVICE LEVEL AGREEMENT**

The Service/Solution Provider must agree with all the items in the Service Level

Agreement (Annex A). Non-compliance thereof such as, but not limited to delay, partial or unsatisfactory delivery of solution or service, BSP shall impose a corresponding penalty.

XI. LIABILITY

The Service/Solution Provider shall be liable for damages caused to any BSP property due to the fault or negligence of its personnel. The Service/Solution Provider shall, at its own expense, repair the damage to the reasonable level of satisfaction of the BSP. In case of failure of the Service/Solution Provider to repair the damaged property, BSP may opt to repair and deduct the entire cost from any amount due to the Service/Solution Provider. This shall also apply to damages brought by delay in services to BSP.

In case of death or accident to its personnel assigned to the BSP, caused by the personnel's negligence and/or medical condition, the Service/Solution Provider assumes the sole responsibility thereof and relieves the BSP from any and all claims whatsoever.

XII. ARBITRATION

Any dispute which may arise between the parties hereto in connection with or arising out of the contract shall be resolved by arbitration in accordance with Republic (Rep.) Act No. 9285 or the Alternative Dispute Resolution Act of 2004. In case of any legal action or proceeding, unless the BSP opts otherwise, the venue and jurisdiction shall be in the Philippine courts governed by the laws of the Philippines.

XIII. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1. The Service/Solution Provider and its personnel including agents shall maintain all confidential information obtained from the BSP in strict confidentiality and in perpetuity which may include documents, materials, project manuals, software (applications and platforms used) and hardware inventory lists, solutions used, and or any information that would compromise the BSP.
2. The confidential and restricted data/information shall not be used nor disclosed, intentionally or otherwise, to third parties.
3. The Service/Solution Provider must immediately notify the BSP of any unauthorized use or disclosure of confidential and restricted data/information and cooperate with and assist in every reasonable way to stop such unauthorized use or disclosure.
4. The Service/Solution Provider shall agree with and sign the BSP-provided Confidentiality and Non-Disclosure Agreement (CNDA) upon Contract Award. (Annex B).
5. The Service/Solution Provider shall be responsible to have the CNDA notarized and submit to the Cybersecurity Department on or before contract implementation.

XIV. CONTRACT TERMINATION

The BSP shall have the option to terminate the contract based on the following grounds:

- a. The result of the annual assessment/evaluation of the Service/Solution Provider, before the start of the succeeding year of the maintenance and support, proves to be disadvantageous and not beneficial to the BSP.
- b. The BSP will no longer require support and maintain and/or no longer use the system identified in this TOR

XV. REMOVAL OF MACHINES FROM PRODUCTIVE USE DURING MAINTENANCE PERIOD (IF APPLICABLE, ESP for OPEX Multi-Year)

*Not applicable. Replacement provision included within Annex A - Service Level Agreement.*



**XVI. DATA OWNERSHIP**

All data and information that will be uploaded on the cloud during and after the subscription period shall be owned by BSP. The BSP will retain rights of data access, retrieval, modification, and deletion regardless of the physical location of the cloud services, including the right to approve, deny and revoke access by third parties. Data purging shall be performed by the Service/Solution Provider upon approval of BSP at no additional cost to BSP. BSP authorized personnel shall be provided access to download data from the cloud. The downloaded data must be convertible to a format that can be easily read and migrated to a data repository. The Service/Solution Provider shall submit a signed certification to BSP that all data in the system including back-ups and archives are deleted.

**XVII. RIGHT TO AUDIT**

The BSP and/or an independent auditor hired by the BSP shall have the right to audit or review all the documents and services provided relating to the implementation of the project.

**XVIII. COVID-19 PROVISION OR SIMILAR PANDEMIC**

The following provisions in cases of disruptions similar to the COVID-19 pandemic shall be observed and performed by the Service/Solution Provider:

1. The Service/Solution Provider shall deploy personnel who have taken the full dose of the appropriate vaccination, as applicable. Original or authenticated vaccination card or record shall be presented.
2. The Service/Solution Provider is also mandated to comply with DOH and other government agency protocols in the management of the safety and health of their deployed workers.
3. The Service/Solution Provider shall ensure the issuance of appropriate directives to all deployed personnel on strict observance of precautionary health measures implemented by the BSP.
4. The Service/Solution Provider shall bear the costs and expenses arising from any health emergency measures for its personnel. These measures include the requirement of the conduct of appropriate laboratory testing and submission of negative results pursuant to BSP Guidelines.
5. The Service/Solution Provider shall supply the necessary personal protective equipment (PPE) and related supplies for all its personnel, such as face masks, face shield etc., in connection with the onsite performance of their personnel duties.
6. Any infraction committed by the personnel against such measures shall be grounds for the BSP to request for replacement and/or terminate the deployment of said personnel.

**PART B - SCOPE OF WORK AND SERVICES**

**I. LOGISTICS AND TIMING**

**A. Project Location**

1. **Bangko Sentral ng Pilipinas**  
(Head Office)  
A. Mabini Street corner P. Ocampo Sr. Avenue, Malate Manila 1004
2. **Bangko Sentral ng Pilipinas**  
(Security Plant Complex)  
499 BIR Rd. Diliman, Quezon City.  
Metro Manila

**B. Delivery/Completion/Subscription Period and Detailed Workflow/Time Schedules**

The contract shall commence on the date stipulated in the Notice to Proceed to be issued by the Cybersecurity Department to end on **31 December 2024**

**II. DELIVERABLES/SUBMITTALS**

Pre-Deliverables Documents <sup>4</sup>	<ul style="list-style-type: none"> <li>- Original Supplier's Invoice/Bill and/or Delivery Receipt of Maintenance Services;</li> <li>- DLP Subscription and Warranty Certificate Delivery or Proof-of-Entitlement or equivalent document.</li> <li>- Escalation Procedure;</li> <li>- Original or Certified by BSP as True Copy of Job Order/Purchase Order;</li> <li>- Copy of Notice to Proceed;</li> <li>- Signed Copy of Terms of Reference/Service Level Agreement</li> <li>- Submit latest solution/software/product roadmap of the solution being offered. It should include the date of End-of-Sale, End-of-Life and End-of-Support (if available)</li> </ul>
Quarterly Deliverables	<ul style="list-style-type: none"> <li>- Service Reports as stated in the Service Reporting Section of the SLA (Annex A)</li> <li>- Email advisory as stated in the SLA</li> <li>- Compilation of System Updates as stated in SLA (to be submitted at the end of the 4<sup>th</sup> quarter or )</li> <li>- Original Supplier's Invoice/Bill and/or Delivery Receipt of Maintenance and Support Services</li> </ul>

- Provide Proof of Entitlement/Maintenance Agreement or equivalent document as indicated in *Part A III*. of this TOR.
- Perform upgrade and or/ migration of DLP stated in this Terms of Reference to the latest version as required by BSP.
- Must be able to conform to the service level requirements as stated in the Service Level Agreement of BSP (**Annex A**).

**III. TECHNICAL/MATERIAL SPECIFICATION, PARAMETERS AND REQUIREMENTS**

**Table B.1 Software/Firmware Component**

<b>Software Maintenance (Support ID: 2427579) - On-premise</b>	
Quantity	Description
6,256	<b>Data Loss Prevention Endpoint Discover,</b> Software Maintenance <b>Data Loss Prevention Endpoint Prevent,</b> Software Maintenance
2	<b>Oracle Standard Edition</b> Software Maintenance
6,256	<b>DLP Discover Suite License</b> Software Maintenance Serial No S3415871505
	<b>DLP Network Monitor and Network Prevent for Email and Web License</b> Software Maintenance Serial No S7415971944
	<b>Gateway Email Encryption Powered by PGP License</b> Software Maintenance Serial No S8816276150

*\*Item Support ID may vary as long as it is equivalent to or higher than BSP's requirement.*

#### IV. TECHNICAL SUPPORT

*Details declared within Annex A - Service Level Agreement*

#### PART C - TASKS AND RESPONSIBILITIES

##### I. PROJECT MANAGEMENT TEAM REQUIREMENTS

###### Support Level

- The Service/Solution Provider should be an authorized and/or registered manufacturer/distributor/partner/reseller of the Data Leakage Protection and should be valid during the entire maintenance period.
- The Service/Solution Provider shall agree in advance that BSP shall have accessibility to audit and verify the existence and effectiveness of the Service/Solution Provider's internal and security controls specified in the Service Level Agreement (Annex A).
- The Technical Staff of the Service/Solution Provider should:
  - be Certified or Trained Solution/Product Technical Support/Engineer of Symantec Data Leakage Protection by any authorized training provider.
  - have a minimum of one (1) year experience in providing on-site support and consultation on Symantec Data Leakage Protection (supported by Curriculum Vitae)

The Service/Solution Provider shall:

- a. Perform and deliver all its obligations specified in the contract agreement;
- b. Submit documents/reports/evaluations as may be required by this ToR. The Service/Solution Provider shall be held accountable for any delay due to non-conformance with this requirement.
- c. The Service/Solution Provider shall coordinate with BSP for the necessary entry and work permits for their authorized personnel to be able to conduct inspection, delivery, installation, configuration, testing and other related activities/services at the BSP site at least three (3) working days prior to actual activity.
- d. The Service/Solution Provider's personnel or representatives shall abide by existing BSP rules and regulations at all times.
- e. All third party software (e.g. reporting tool, middleware, database, dashboard solution, web application) that will be used shall be part of the deliverables of the Service/Solution Provider and must be included in the cost. The solution, including all third party software licenses must be valid until the end of the contract.

##### II. PROJECT IMPLEMENTATION REQUIREMENTS

*Not Applicable. This requirement refers to maintenance and support only and does not require a project implementation team.*

##### III. CORRECTIVE ACTIONS

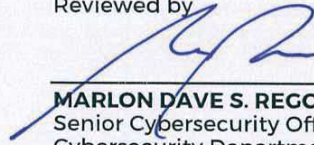
*Not Applicable. Covered by the Service Level Agreement - Annex A.*

Prepared by



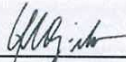
**ALJOHN R. REVILLA**  
Information Systems  
Analyst III  
Cybersecurity Department

Reviewed by



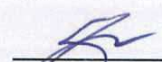
**MARLON DAVE S. REGOSO**  
Senior Cybersecurity Officer  
Cybersecurity Department

Recommending Approval



**CECILE L. ONG-IKO**  
Acting Deputy Director  
Cybersecurity Department

Approved by



**BYRON G. GOLI**  
Officer-In-Charge  
Cybersecurity Department

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*For Service/Solution Providers only*

*This is to certify that we have read and understood the Bangko Sentral ng Pilipinas Terms of Reference for the ONE (1) LOT - SOFTWARE MAINTENANCE SUBSCRIPTION, AND TECHNICAL SUPPORT SERVICES FOR THE BSP DATA LEAKAGE PROTECTION (DLP) Project and that our company is amenable and capable of satisfying the requirements.*

**Conforme:** \_\_\_\_\_

**Authorized Representative  
Name and Signature**