



**BANGKO SENTRAL NG PILIPINAS**

**PHILIPPINE BIDDING DOCUMENTS  
FOR**

**ONE (1) LOT – MULTI-YEAR  
SOFTWARE SUBSCRIPTION AND  
TECHNICAL SUPPORT SERVICES  
FOR DATA SECURITY SOLUTION,  
AS PER BSP TERMS OF REFERENCE  
AND SERVICE LEVEL AGREEMENT**

**BIDS AND AWARDS COMMITTEE-HEAD OFFICE**

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP 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. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



# BANGKO SENTRAL NG PILIPINAS

## BIDS AND AWARDS COMMITTEE – HEAD OFFICE

### INVITATION TO BID

1. The BSP, through its BAC – Head Office (BAC-HO), invites bidders to apply for eligibility and to bid for -

Procurement Project/ Brief Description	One (1) Lot – Multi-Year Software Subscription and Technical Support Services for Data Security Solution, as per BSP Terms of Reference and Service Level Agreement
Project Identification Number (PIN)	BAC-HO GS No. 2024-0999
Approved Budget for the Contract (ABC)	Php47,333,104.00, inclusive of all applicable taxes and other charges  (Bids exceeding the above amount shall be automatically rejected at bid opening, or during bid evaluation.)
Funding Source	BSP Corporate Fund:  Covered by Multi-Year Contracting Authority. Appropriation of funds shall be done annually.  Requirement is included in the Approved Annual Procurement Plan for Y2024.
Contract Duration/ Project Period/ Delivery Period	The contract is a for a period of three (3) years to commence from the date stipulated in the Notice to Proceed (NTP) to be issued by Cybersecurity Department.

2. Bidders should have completed from Y2019 to the date of opening of bids, a single largest contract similar to the requirement as stated in the Clause 5.3 Bid Data Sheet (BDS) and Item 3 of the Checklist of Technical, Financial, and Other Documents.
3. The Eligibility Check/Screening and Preliminary Examination of Bids shall use non-discretionary “pass/fail” criterion as stated in Section 30.1 of the 2016 Revised Implementing Rules and Regulations of Rep. Act No. 9184 (2016 Revised IRR).
4. Bidders with outstanding capital stock of less than sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines must submit in its first envelope, a 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 OR a copy of legislation from the country of the bidder allowing foreign bidders to participate in their government procurement.

5. All particulars and activities regarding the Eligibility of Bidders, Bid Security, Pre-Bid Conference/s, Evaluation of Bids, Post-qualification, Award of Contract, Performance Security, procedures and other documents, shall be governed by Rep. Act No. 9184 and the 2016 Revised IRR.

Activities <sup>1</sup>	Schedule	Venue/Contact Person/ Contact Number
a. Issuance of Bid Documents	<b>Starting <u>05 November 2024</u></b>	In support of the Sustainable Banking Program of the BSP, hard copies are no longer issued.
b. Pre-Bid Conference	<b><u>13 November 2024, 4:00 P.M.</u></b> <b>(Philippine Standard Time)</b>	Room 105, 1st Floor, 5-Storey Building, BSP Main Complex, Malate, Manila  <b>Interested bidders and observers are allowed to attend only through videoconferencing using the Microsoft Teams platform.</b>  Prospective bidders are encouraged to send requests for clarifications at least three (3) calendar days before the scheduled pre-bid conference in order to facilitate the preparation of responses thereto, which will be discussed during the pre-bid conference.  (For interested bidders and observers, see Item 6 below.)
c. Deadline for Submission of Bids	<b><u>26 November 2024, 9:30 A.M.</u></b> <b>(Philippine Standard Time)</b>	Gate 3 Reception Lobby, Bangko Sentral ng Pilipinas, A. Mabini corner P. Ocampo Sr. Sts., Malate, Manila.  Late bids shall not be accepted.
d. Opening of Bids		Bid Box located in Gate 3 Reception Lobby, Bangko Sentral ng Pilipinas, A. Mabini corner P. Ocampo Sr. Sts., Malate, Manila.
e. All Written Requests		<b>The Bids and Awards Committee – Head Office (BAC-HO)</b> <b>Through: The BAC Secretariat and Policy Group (BAC SPG)</b> Room 213, 2 <sup>nd</sup> Flr. 5-Storey Bldg.

<sup>1</sup> See Annexes “B” and “C” for the Guidelines in the conduct of Pre-Bid Conference, Submission and Opening of Bids.



Activities <sup>1</sup>	Schedule	Venue/Contact Person/ Contact Number
		A. Mabini and P. Ocampo Sts., Malate, Manila Tel Nos.: 5306-2798/5306-2800/8708-7173 Fax No.: 8708-7116 Email Address: <a href="mailto:BACSecretariat-HO@bsp.gov.ph">BACSecretariat-HO@bsp.gov.ph</a>  <i>Note: All requests shall be in writing and addressed to the BAC SPG.</i>

6. The pre-bid conference shall be open to interested bidders and observers. The conduct of pre-bid conference shall be through videoconferencing using the Microsoft Teams platform.
7. A bidder must submit its bid manually. The implementation of electronic bid submission is suspended in BSP, thus bids submitted through electronic means shall not be opened. For the procedures on submission of bids, refer to Annex “C”.
8. All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in the Instructions to Bidders and Clause 14.1 of the BDS.
9. The BSP does not assume any responsibility to compensate or indemnify any bidder for expenses incurred in the preparation of bid.
10. The BSP 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 35.6 and 41 of the 2016 Revised IRR, without incurring liability to the affected bidder or bidders.
11. Further information may be obtained from the following:

1. Sale of bidding documents 2. Submission of bids 3. Links for online connectivity for procurement activities 4. Written clarifications on the project 5. Requests for Reconsideration	The BAC-HO Through: The BAC SPG Room 213, 2 <sup>nd</sup> floor, 5-Storey Building A. Mabini and P. Ocampo, Sr. Sts., Malate, Manila Tel. Nos.: 5306-2798/5306-2800/8708-7173 Fax No.: 8708-7116 Email Address: <a href="mailto:BACSecretariat-HO@bsp.gov.ph">BACSecretariat-HO@bsp.gov.ph</a>
Details on the issuance of bidding documents	The BAC – HO Through: Procurement Management Department – I Tel. Nos.: 5306-2228/2832 Fax No.: 8708-7115 Email Address: <a href="mailto:prmdi-bac@bsp.gov.ph">prmdi-bac@bsp.gov.ph</a>

12. A complete set of bid documents is downloadable, from the following websites: [www.philgeps.gov.ph](http://www.philgeps.gov.ph) and [www.bsp.gov.ph](http://www.bsp.gov.ph); however, a participating bidder is required to pay the bid documents fee in the amount of **Php25,000.00**. Proof of payment shall be presented prior to submission of bids, by facsimile or through email. Bids, which bid documents fee are not yet paid on or before the date and time of opening of bids, shall be returned to the bidder unopened. To pay the bid documents, send an email citing the PIN and title of above requirement to the [BACSecretariat-HO@bsp.gov.ph](mailto:BACSecretariat-HO@bsp.gov.ph). The procedures for payments are specified Annex “A”.<sup>2</sup>

PROSPECTIVE BIDDERS ARE HIGHLY ENCOURAGED TO PAY THE BID DOCUMENTS FEE AT LEAST ONE (1) DAY BEFORE THE DEADLINE FOR SUBMISSION AND OPENING OF BIDS.

(SGD.)  
**TERESITA P. LISAMA**  
Vice-Chairperson

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<sup>2</sup> In line with the objective of the BSP to broaden the use and adoption of digital payments, payments of bidding documents fee shall be made thru digital channels. Please refer to Annex “A” for the instructions.

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, BSP, wishes to receive Bids for the ONE (1) LOT – MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT, with PIN: BAC-HO GS No. 2024-0999.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of ONE (1) LOT – MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT (Technical Specifications).

## 2. Funding Information

2.1. The BSP through the source of funding in the amount of Php47,333,104.00, inclusive of all applicable taxes and other charges

2.2. The source of funding is:

BSP Corporate Fund:

Covered by Multi-Year Contracting Authority. Appropriation of funds shall be done annually.

Requirement is included in the Approved Annual Procurement Plan for Y2024.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or IB by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

#### 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. BIDDING IS RESTRICTED TO FILIPINO CITIZENS, SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION, COOPERATIVE OR ORGANIZATIONS WITH AT LEAST SIXTY PERCENT (60%) INTEREST OR OUTSTANDING CAPITAL STOCK BELONGING TO CITIZENS OF THE PHILIPPINES, AND TO CITIZENS OR ORGANIZATIONS OF A COUNTRY THE LAWS OR REGULATIONS OF WHICH GRANT SIMILAR RIGHTS OR PRIVILEGES TO FILIPINO CITIZENS, PURSUANT TO REP. ACT. NO. 5183.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC.

A CONTRACT IS CONSIDERED TO BE "SIMILAR" TO THE CONTRACT TO BE BID IF IT COVERS THE REQUIREMENTS STATED IN THE BDS.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

#### 7. Subcontracts

7.1. The Procuring Entity has prescribed that: Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in the IB.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical, Financial, and Other Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the relevant period as provided in the IB AND ITEM 3/E-DOC3 OF THE CHECKLIST prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which 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. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical, Financial, and Other Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in the IB shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Philippines:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

### 13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2 Payment of the contract price shall be made in: Philippine Peso.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>3</sup> or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.

14.2. The Bid and bid security shall be valid for 120 CALENDAR DAYS FROM THE DATE OF DEADLINE FOR SUBMISSION OF BIDS. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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<sup>3</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

## 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hardcopies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

THE GUIDELINES AND PROCEDURES FOR THE PREPARATION AND SUBMISSION OF BIDS ARE SPECIFIED IN ANNEX "C".

## 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in the IB

## 17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

THE GUIDELINES AND PROCEDURES FOR THE OPENING OF BIDS ARE SPECIFIED IN ANNEX "C".

## 18. Domestic Preference

18.1. The BSP will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## 19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. The bidder must bid for the entire one (1) lot. Evaluation will be undertaken for the one (1) lot. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for the whole lot.



- 19.3. The description of the lot or item shall be indicated in Section VII (Technical Specifications), although the ABC of this lot or item is indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total ABC for the lot or item participated in by the prospective Bidder.
- 19.4. THE PROJECT SHALL BE AWARDED AS ONE (1) CONTRACT.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total ABC for the lot or item participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the total ABC for the lot or item participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder 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.

## 21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.

## ***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 – MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT  
(PIN: BAC-HO GS No. 2024-0999)

ITB Clause	
5.3	<p>Statement of the Bidder’s Single Largest Completed Contract (SLCC) similar to the contract shall be:</p> <ol style="list-style-type: none"> <li>a. A SIMILAR CONTRACT REFERS TO ANY CONTRACT WHICH INVOLVES SUPPLY, DELIVERY OR CONFIGURATION OF DATA SECURITY SOLUTION THAT INVOLVES DATA MASKING, ENCRYPTION, TOKENIZATION OR FILE ENCRYPTION;</li> <li>b. COMPLETED FROM Y2019 TO THE DATE OF OPENING OF BIDS as provided in the Invitation to Bid; and</li> <li>c. IN THE AMOUNT OF AT LEAST FIFTY PERCENT (50%) OF THE APPROVED BUDGET FOR THE CONTRACT.</li> </ol>
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 TECHNICAL, FINANCIAL, AND OTHER 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> <ol style="list-style-type: none"> <li>a. The amount of not less than Php946,662.08 [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 Php2,366,655.20 [the amount equivalent to five percent (5%) of the ABC] if bid security is in Surety Bond.</li> </ol> <p>NOTES:</p> <ol style="list-style-type: none"> <li>i. THE BID SECURITY SHOULD BE:               <ol style="list-style-type: none"> <li>A. DENOMINATED IN PHILIPPINE CURRENCY; AND</li> <li>B. POSTED IN FAVOR OF THE BSP.</li> </ol> </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> <li>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</li> </ol>

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 PHILIPPINE CURRENCY, 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 – FOREIGN MARKETS AND CONFIRMED OR AUTHENTICATED BY THE PHILIPPINE UB OR KB (*FOR LIST OF UBS/KBS, REFER TO <http://www.bsp.gov.ph>*). PROOF 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.

vi. THE BIDDER IS ALLOWED TO SUBMIT PHOTOCOPY OF THE FOLLOWING:

a. NOTARIZED BID SECURING DECLARATION, SUBJECT TO SUBMISSION OF THE **SIGNED, ORIGINAL AND NOTARIZED COPY** THEREOF AS A POST-QUALIFICATION REQUIREMENT

	<p>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 PHILIPPINE CURRENCY; 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>vii. For submitted BSD which is imperfectly 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>
19.3	<p>One (1) Lot – Multi-Year Software Subscription and Technical Support Services for Data Security Solution, as per BSP Terms of Reference and Service Level Agreement</p> <p>ABC: Php47,333,104.00, inclusive of all applicable taxes and other charges</p>
20.1	<p>REFER TO OTHER DOCUMENTS IN THE CHECKLIST OF TECHNICAL, FINANCIAL, AND OTHER 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>
21.1	<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> <p>a. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT, IF APPLICABLE;</p> <p>b. CERTIFICATION OF AVAILABILITY OF FUNDS;</p> <p>c. NOTICE OF AWARD;</p> <p>d. NOTICE TO PROCEED;</p> <p>e. PERFORMANCE SECURITY AND SUBSEQUENT AMENDMENTS/ENDORSEMENTS, IF ANY;</p> <p>f. WARRANTY SECURITY, IF APPLICABLE;</p> <p>g. AMENDMENT TO ORDER/VARIATION ORDER, IF APPLICABLE; AND</p> <p>h. OTHER DOCUMENTS WHICH ARE ISSUED AFTER CONTRACT EXECUTION (E.G., NOTICE OF SUSPENSION, RESUMPTION, AND EXTENSION OF CONTRACT).</p>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the Special Conditions of Contract (SCC).

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## 5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## 6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

# SPECIAL CONDITIONS OF CONTRACT

ONE (1) LOT – MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT  
(PIN: BAC-HO GS No. 2024-0999)

GCC Clause	
1	REFER TO BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT
	<b>Regular and Recurring Services –</b> <i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.” <b>(Not Applicable)</b>
2.2	REFER TO BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT
3	<p>The winning bidder is required, within ten (10) calendar days from receipt of the Notice of Award, to submit the following:<sup>4</sup></p> <ul style="list-style-type: none"> <li>a. VALID JOINT VENTURE AGREEMENT, IF APPLICABLE, CONTAINING ALL THE REQUIRED PROVISIONS UNDER THE CHECKLIST OF TECHNICAL, FINANCIAL, AND OTHER DOCUMENTS AND PROPERLY NOTARIZED;</li> </ul> <p style="text-align: center;">NOTE: FOREIGN JV PARTNERS ARE REQUIRED TO OBTAIN A LICENSE TO TRANSACT BUSINESS IN THE COUNTRY OR SECURITIES EXCHANGE COMMISSION (SEC) CERTIFICATE OF REGISTRATION.</p> <ul style="list-style-type: none"> <li>b. SIGNED, ORIGINAL AND NOTARIZED PROOF OF APPOINTMENT OF BIDDER’S AUTHORIZED REPRESENTATIVE/S, WITH ALL THE REQUIRED SPECIMEN SIGNATURE AND/OR INITIALS OF THE AUTHORIZED REPRESENTATIVE/S, AND IF PHOTOCOPY AND/OR IMPERFECTLY NOTARIZED PROOF OF APPOINTMENT WAS SUBMITTED UNDER ENVELOPE NO. 1;</li> <li>c. THE SECURITIES 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</li> </ul>

<sup>4</sup> Important Notice: Section 37.2.1 of the 2016 IRR of Rep. Act No. 9184 (Rep. Act No. 9184) requires the winning bidder to post the Performance Security and enter into a contract with the procuring entity within ten (10) calendar days from receipt by the winning bidder of the Notice of Award. It also requires the procuring entity to enter into contract with the winning bidder within the same ten (10) day period, provided that all the documentary requirements are complied with. **To enable the winning bidder and the BSP to enter into contract within the ten (10) day period, the winning bidder is requested to post the Performance Security not later than five (5) days from receipt thereof. The remaining five (5) days shall be allotted for the execution of the Purchase Order/Job Order/Contract.**

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); AND

d. Performance Security in any of the following acceptable forms:

ACCEPTABLE FORMS OF PERFORMANCE SECURITY	AMOUNT OF PERFORMANCE SECURITY (NOT LESS THAN THE REQUIRED PERCENTAGE OF THE TOTAL CONTRACT PRICE)	DETAILS/REMARKS
1. CASH OR CASHIER'S/MANAGER'S CHECK ISSUED BY A UNIVERSAL BANK (UB) OR COMMERCIAL BANK (KB).	FIVE PERCENT (5%)	THE POSTED SECURITY SHALL BE RETAINED BY BSP FOR THE DURATION OF THE CONTRACT UNTIL ITS COMPLETION.
<p>2. 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>).</p> <p>BANK DRAFT/ GUARANTEE OR IRREVOCABLE LETTER OF CREDIT ISSUED BY A FOREIGN UB OR KB SENT THROUGH SWIFT MESSAGE TO THE BSP – FOREIGN MARKETS IS ACCEPTABLE.</p> <p>IN CASE FOREIGN BIDDER OPTED TO SUBMIT THE ABOVEMENTIONED FORM. AS PERFORMANCE SECURITY AND CONFIRMED THE SAME WITH THE PROCUREMENT MANAGEMENT DEPARTMENT (VIA E-MAIL ADDRESS: <a href="mailto:prmdi-bac@bsp.gov.ph">prmdi-bac@bsp.gov.ph</a>), THE PROCUREMENT MANAGEMENT DEPARTMENT WILL PROVIDE THE BANK ACCOUNT DETAILS, SWIFT CODE AND OTHER INFORMATION TO THE FOREIGN BIDDER NECESSARY FOR THIS ARRANGEMENT.</p>	FIVE PERCENT (5%)	<p>VALID FROM THE DATE OF ISSUANCE OF PERFORMANCE SECURITY UNTIL ISSUANCE OF CERTIFICATE OF FINAL ACCEPTANCE BY THE END-USER.</p> <p>CONDITIONS:</p> <ol style="list-style-type: none"> <li>MUST BE VALID UNTIL ISSUANCE OF THE CERTIFICATE OF FINAL ACCEPTANCE BY THE END-USER DEPARTMENT;</li> <li>MUST GUARANTEE THE FAITHFUL PERFORMANCE UNDER THE CONTRACT IN ACCORDANCE WITH THE BIDDING DOCUMENTS;</li> <li>POSTED IN FAVOR OF THE BANGKO SENTRAL NG PILIPINAS (BSP); AND</li> <li>SHALL BE FORFEITED IN CASE OF DEFAULT BY THE SUPPLIER IN ANY OF ITS OBLIGATIONS UNDER THE CONTRACT.</li> </ol>
<p>3. SURETY BOND CALLABLE UPON DEMAND ISSUED BY A SURETY OR INSURANCE COMPANY DULY AUTHORIZED BY THE INSURANCE COMMISSION TO ISSUE SUCH SECURITY.</p> <p>NOTES:</p> <ol style="list-style-type: none"> <li>THE CHECKLIST OF REQUIREMENTS FOR SURETY BOND IS ATTACHED AS ANNEX "D"</li> <li>THE BSP REQUESTS THE AWARDEE TO OBTAIN ITS SURETY BOND FROM ANY OF THE</li> </ol>	THIRTY PERCENT (30%)	

	EVALUATED SURETY COMPANIES LISTED IN THE ATTACHED ANNEX "E".		
	<p>NOTES:</p> <p>a. PERFORMANCE 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.</p> <p>b. FURTHERMORE, SURETY BOND WITH THE FOLLOWING OR SIMILAR CONDITION/PHRASE SHALL NOT BE ACCEPTED:</p> <p>i. "IN CASE OF DEFAULT OF THE PRINCIPAL, THIS BOND SHALL ONLY ANSWER FOR THE DIFFERENCE IN THE BID PRICE OF THE WINNING BIDDER AND THAT OF THE NEXT LOWEST COMPLYING BIDDER OR THAT OF THE NEW WINNING BIDDER IN CASE OF RE-BIDDING PLUS NECESSARY EXPENSES INCURRED BY THE OBLIGEE IN THE RE-BIDDING WHICH LIABILITY SHALL IN NO CASE EXCEED THE AMOUNT OF THE BOND";</p> <p>ii. "THAT THE AMOUNT OF LIABILITY OF THE SURETY UNDER THIS BOND IS LIMITED TO THE ACTUAL LOSS OR DAMAGE SUSTAINED AND DULY PROVEN BY THE OBLIGEE"; OR</p> <p>iii. "IT IS HEREBY FURTHER AGREED AND UNDERSTOOD THAT NO ACTION AT LAW OR EQUITY SHALL BE BROUGHT AGAINST THE SURETY UNDER THIS BOND UNLESS THE SAME IS BROUGHT BEFORE A COMPETENT COURT WITHIN ONE YEAR FROM THE DATE SAID WRITTEN NOTICE OF ANY EXISTING OBLIGATION IS RECEIVED BY THE SURETY, AS HEREIN STIPULATED."</p> <p>c. THE CONTRACT AWARDEE UNDERTAKES THAT, FOR ITS OWN ACCOUNT, IT SHALL CAUSE THE EXTENSION OF THE VALIDITY OF THE PERFORMANCE SECURITY WHEN THE IMPLEMENTATION OF THE AWARDED CONTRACT HAS NOT YET BEEN ACCEPTED.</p>		
4	REFER TO BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT		
5	<p>Warranty Security is not applicable pursuant to Section 62.1 of the 2016 Revised IRR of RA No.9184.</p> <p>The present requirement refers to ONE (1) LOT – MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT (PIN: BAC-HO GS No. 2024-0999), which is neither expendable nor non-expendable supplies. (GPPB NPM No. 018-2019 dated 05 August 2019, rendered to BSP)</p>		

## ***Section VI. Schedule of Requirements***

ONE (1) LOT – MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL  
SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF  
REFERENCE AND SERVICE LEVEL AGREEMENT  
(PIN: BAC-HO GS No. 2024-0999)

REFER TO BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

## ***Technical Specifications***

ONE (1) LOT – MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT  
(PIN: BAC-HO GS No. 2024-0574)

REFER TO THE ISSUED TECHNICAL SPECIFICATIONS/TERMS OF REFERENCE/ANNEXES AND OTHER DOCUMENTS [SECTION VII OR ITEM 5/E-DOC5 OF THE CHECKLIST OF TECHNICAL, FINANCIAL, AND OTHER DOCUMENTS].

## ***Section VIII. Checklist of Technical, Financial, and Other Documents***

### **Notes on the Checklist of Technical, Financial, and Other 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 TECHNICAL, FINANCIAL, AND OTHER DOCUMENTS

**Project Title** : One (1) Lot – Multi-Year Software Subscription and Technical Support Services for Data Security Solution, as per BSP Terms of Reference and Service Level Agreement

**P.I.N.** : BAC-HO GS No. 2024-0999

**ABC** : Php47,333,104.00, inclusive of all applicable taxes and other charges

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

## ENVELOPE NO. 1 – ELIGIBILITY ENVELOPE

*NOTE: For organized checking of documents, arrange your ELIGIBILITY AND TECHNICAL DOCUMENTS/PROPOSALS in accordance with the order by which they have been listed in the Checklist.*

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

DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAI L	REMARKS
<b>I. ELIGIBILITY DOCUMENTS</b>				
Class “A” Documents				
<u>1.</u>				
<b><u>APPLICABLE TO LOCAL AND FOREIGN 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); <sup>5</sup>				
<input type="checkbox"/> Valid Mayor’s/Business Permit; <sup>6</sup> AND <sup>7</sup>				
<input type="checkbox"/> Current Tax Clearance Certificate (TCC). <sup>8</sup>				
<i>Notes:</i>				
i. The PhilGEPS Certificate of Registration AND the documents listed under Annex “A” must be valid on bidding date otherwise, the submission shall be rated as “failed”. FOR EXPIRED ELIGIBILITY DOCUMENTS IN ANNEX A, BIDDERS ARE NOT ALLOWED TO SUBMIT AN				

<sup>5</sup> Or appropriate equivalent document issued by the country of the foreign bidder concerned.

<sup>6</sup> Or equivalent document of Mayor’s/Business Permit for Exclusive Economic Zones or Areas.

<sup>7</sup> *Ibid* footnote 5.

<sup>8</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.

DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p>UPDATED/RENEWED TCC, BUSINESS/MAYOR'S PERMIT AND REGISTRATION CERTIFICATE. BIDDERS SHOULD UPDATE THE ELIGIBILITY DOCUMENTS UNDER ANNEX A OF THE PHILGEPS CERTIFICATE OF REGISTRATION THROUGH THE PHILGEPS WEBSITE.</p> <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><u>ADDITIONAL DOCUMENTS FOR FOREIGN BIDDER:</u></p> <p>Philippine Government Electronic Procurement System (PhilGEPS) Platinum Membership:</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. <b>FOREIGN ENTITIES ARE REQUIRED TO SUBMIT, WITHIN TEN (10) CALENDAR DAYS</b> from receipt of the Notice of Award, the</p>				

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<p>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>iii. 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>30 OCTOBER 2024</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 project description;</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>BIDDERS SHALL INCLUDE ALL ONGOING CONTRACTS WITH THE BSP, INCLUDING ALL CONTRACT/S AWARDED BUT NOT YET STARTED FOR THE SAID PERIOD, IF ANY.</p> <p><i>Notes:</i></p> <p>i. BSP Contract/s not included in the statement and:  (a) does/do not affect the NFCC; AND  (b) is not subject to any delay or slippage due to the fault of the bidder  shall not be basis for post-disqualification.</p> <p>ii. If bidding as a JV, the Statement shall be submitted by <u>any</u> of the JV partners.</p>				

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<p>3.</p> <p><input type="checkbox"/> a.1 Statement of the Bidder’s Single Largest Completed Contract (SLCC) completed from <u>Y2019</u> to the date of opening of bids 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 ANY CONTRACT WHICH INVOLVES SUPPLY, DELIVERY OR CONFIGURATION OF DATA SECURITY SOLUTION THAT INVOLVES DATA MASKING, ENCRYPTION, TOKENIZATION OR FILE ENCRYPTION;</p> <p style="text-align: center;">AND/OR</p> <p><input type="checkbox"/> a.2 Copy of SLCC completed from Y2019 to the date of opening of bids 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> <ul style="list-style-type: none"> <li><input type="checkbox"/> (a) Name/Title of Contract;</li> <li><input type="checkbox"/> (b) Contract must have been completed and/or accepted as of date of bidding;</li> </ul>				

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<ul style="list-style-type: none"> <li><input type="checkbox"/> (c) Name of Client;</li> <li><input type="checkbox"/> (d) Contact information of Client;</li> <li><input type="checkbox"/> (e) Nature/type of goods and services provided;</li> <li><input type="checkbox"/> (f) Contract is similar to the requirement; and</li> <li><input type="checkbox"/> (g) Contract cost is at least fifty percent (50%) of the ABC.</li> </ul> <p>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;</p> <p>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;</p> <p>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</p> <p>v. If bidding as a JV, the statement shall be submitted by <u>any</u> of the JV partners.</p>				
<p>4.</p> <p><b>BID SECURITY</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> NOTARIZED BID SECURING DECLARATION (BSD) (Use GPPB-prescribed form); or</li> </ul> <p>Any of the following forms and amounts (refer to CLAUSE 14.1 of BDS for applicable amounts):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Cash or Cashier's/Manager's Check issued by a UB or KB;</li> <li><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</li> <li><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.</li> </ul>				

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<p><i>Notes:</i></p> <p>i. THE BID SECURITY SHOULD BE:</p> <p>a. DENOMINATED IN PHILIPPINE CURRENCY; AND</p> <p>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>a. It must be denominated in Philippine currency, 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>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 – Foreign 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 thereof shall be included in Envelope No. 1.</p> <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: <a href="mailto:BACSecretariat-HO@bsp.gov.ph">BACSecretariat-HO@bsp.gov.ph</a></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>				

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<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 Philippine currency; 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 imperfectly 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 The following technical documents duly signed by the bidder or its authorized representative/s:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. BSP Terms of Reference (TOR)</li> <li><input type="checkbox"/> b. Annex A – BSP Service Level Agreement (SLA)</li> <li><input type="checkbox"/> c. Annex B – BSP Confidentiality and Non-Disclosure Agreement (CNDA)</li> </ul> <p><i>Notes:</i></p> <p>i. In case the BSP TOR and abovementioned 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 post-qualification requirements under Other Documents required from the bidder with the</p>				

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<p>Single/Lowest Calculated Bid (S/LCB) to signify conformity; and</p> <p>ii. If the BSP TOR and abovementioned Annexes have been revised and issued through bid bulletin/s, the duly signed revised BSP TOR and abovementioned Annexes must be submitted by the bidder during submission and opening of bids as part of the technical documents or as post-qualification requirements 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. Accomplishment and notarization of BSP CNDA shall done during contract implementation by the awardee.</p> <p>5.2 <input type="checkbox"/> Duly accomplished BSP Supplied Evaluation Matrix (BSPSEM)</p> <p><i>Notes:</i></p> <p>i. Bidder shall indicate the unit model/brand of its actual offer; and under Column 2 the specifications of its actual offer and under Column 3, the documents that will support its statement in Column 2.</p> <p>ii. The BSPSEM need not be signed by the bidder’s authorized representative but must be <u>accomplished and submitted during bidding as part of the Technical Documents</u>.</p> <p>iii. If the BSPSEM has been revised and issued through bid bulletin/s, the same must be likewise accomplished and submitted <u>during submission and opening of bids as part of the technical documents</u> to signify conformity to the changes in the revised document/s.</p> <p>iv. Imperfectly accomplished BSPSEM shall be subject to post-qualification.</p> <p>5.3 <input type="checkbox"/> Bidder’s proof of offer (containing all the technical information listed in the attached BSPSEM and other relevant information necessary for post-qualification, in any of the following:</p> <p><input type="checkbox"/> a. Original or copy of the printed product brochure(s) from the manufacturer; or</p>				



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<p><input type="checkbox"/> b. Printed product brochure(s) downloaded from the <u>official website of the manufacturer/ reseller/ distributor</u> with indication of its source (e.g., website); or</p> <p><input type="checkbox"/> c. Manufacturer's Catalog Data of the materials/equipment to be installed with highlights on the data conforming to the BSP Specifications; OR</p> <p>IF SPECIFICATIONS/ FEATURES CANNOT BE SUPPORTED BY PRODUCT BROCHURES OR MANUFACTURER'S CATALOG:</p> <p><input type="checkbox"/> d. Certification from the Manufacturer confirming the specifications of the items stated in the bidder's duly accomplished BSPSEM; or</p> <p><input type="checkbox"/> e. Product Demonstration; or</p> <p><input type="checkbox"/> f. Reference Site.</p> <p><i>Note:</i> In case the proof of offer is 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 the Other Documents required from the bidder with the S/LCB.</p> <p>5.4 <input type="checkbox"/> Certification/Proof of Authority from the Product Manufacturer/Principal showing that the bidder is authorized to supply/deliver/sell the <u>offered data security solution</u> and authorized to provide technical services thereof;</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/ RESELLER, the bidder may submit any of the following documents showing the bidder's authority to supply/deliver the <u>offered data security solution</u> and to provide technical support services thereof:</p>				

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<p> <input type="checkbox"/> Certification issued by the Manufacturer; OR  <input type="checkbox"/> Official website of the Manufacturer with URL; OR  <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 (E.G., 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>iii. In case the Certification/Proof of Authority from the Product Manufacturer/ Principal/ Distributor/ Channel Partner/ Reseller is not submitted during submission and opening of bids as part of the technical documents, the said document shall be submitted as a post-qualification requirement under the Other Documents required from the bidder with the S/LCB.</p> <p>5.5 Bidder's at least two (2) Technical Staff/ Engineers/ Solution Specialists</p> <p><u>Qualifications:</u></p> <ul style="list-style-type: none"> <li>• Must have at least two (2) years of experience <u>as of opening of bids</u> in any of the following: installation, configuration, troubleshooting, maintenance and support of the proposed Data Security Solution; and</li> <li>• With training certification or equivalent document for the offered data security solution issued by the Product Manufacturer/Principal, Distributor, or any other Principal's authorized training provider.</li> </ul>				

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<p><input type="checkbox"/> a. <b>First (1<sup>st</sup>) Technical Staff/ Engineer/ Solution Specialist</b> <u>Supporting Documents:</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Curriculum Vitae; and</li> <li><input type="checkbox"/> Training certification or equivalent document for the offered data security solution issued by the Product Manufacturer/Principal, Distributor, or any other Principal's authorized training provider.</li> </ul> <p><input type="checkbox"/> b. <b>Second (2<sup>nd</sup>) Technical Staff/ Engineer/ Solution Specialist</b> <u>Supporting Documents:</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Curriculum Vitae; and</li> <li><input type="checkbox"/> Training certification or equivalent document for the offered data security solution issued by the Product Manufacturer/Principal, Distributor, or any other Principal's authorized training provider.</li> </ul> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>i. Contact information of reference persons, clients, training providers, certifying bodies, and/or organizations should be included in the submitted Curriculum Vitae for verification purposes.</li> <li>ii. In case the training certification or equivalent document is not submitted during submission and opening of bids as part of the technical documents, the said document shall be submitted as post-qualification requirements under the Other Documents required from the bidder with the Single/Lowest calculated bid (S/LCB).</li> </ul> <p>Note: 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> </ul>				

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<ul style="list-style-type: none"> <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 template is not a ground for disqualification, provided that the form submitted includes all the <u>applicable</u> 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.</li> <li>ii. Wrong entry of the project name shall be considered as "FAILED".</li> <li>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;</li> <li>iv. For submitted OSS which is imperfectly 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;</li> <li>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</li> </ul>				

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<p>Specifications (for disclosure of no relationship); and 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, if Sole Proprietor is not the signatory of bidding documents (Refer to Sample Form).</p> <p><i>Notes:</i></p> <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 and/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 imperfectly 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</p>				

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<p>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.</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"/> AUDITED FINANCIAL STATEMENT (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> <p><i>Notes:</i></p> <p>i. AFS under submitted Annex A of PhilGEPS Certificate is acceptable.</p> <p>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.</p> <p>iii. 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.</p> <p><b><u>APPLICABLE TO FOREIGN BIDDER:</u></b></p> <p><input type="checkbox"/> 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> <p>i. AFS under submitted Annex A of PhilGEPS Certificate is acceptable in lieu of the submission of actual AFS, provided that it should not be earlier than two (2) years from the date of bid submission.</p> <p>ii. Submission of a consolidated AFS is allowed, provided, that the data for the participating Bidder</p>				

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<p>can be extracted to establish the financial capacity of the Bidder.</p> <p>iii. The above document 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>9</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>iv. 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 latest AFS submitted to the BIR 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;">OR</p> <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</p>				

<sup>9</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>).

DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p>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> <ul style="list-style-type: none"> <li>i. The values of the domestic bidder’s current assets and current liabilities shall be based on the latest AFS submitted to the BIR.</li> <li>ii. In case the submitted AFS under Envelope 1 is not yet the latest, the bidder shall be allowed to submit the same as a post-qualification requirement under Other Documents required from the bidder with the S/LCB. Thus, the NFCC shall be recomputed based on the bidder’s latest AFS.</li> <li>iii. 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).</li> <li>iv. Committed Line of Credit issued by a foreign UB or KB sent through SWIFT Message to the BSP – Foreign Markets is acceptable. Proof thereof shall be included in Envelope No. 1.</li> </ul> <p>In case the foreign bidder opted to submit the abovementioned form as Committed Line of Credit and confirmed the same with the BAC Secretariat (<i>via e-mail address: <u>BACSecretariat-HO@bsp.gov.ph</u> prior bidding date</i>, the BAC Secretariat will provide the bank account details, SWIFT Code and other information to the foreign bidder necessary for this arrangement.</p> <ul style="list-style-type: none"> <li>v. If bidding as a JV, the document shall be submitted by <u>any</u> of the JV partners provided, <u>that the partner responsible to submit the NFCC shall likewise submit the Statement of all ongoing contracts and AFS.</u></li> </ul>				
Class “B” Documents				
<p>9.</p> <p>If bidding as a FORMED JV:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Valid JV Agreement (JVA) showing, among others, the following: <ul style="list-style-type: none"> <li><input type="checkbox"/> Responsibility of each of the JV partners or its contributions to the JV;</li> </ul> </li> </ul>				



DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAI L	REMARKS
<p> <input type="checkbox"/> If one of the JV partners is a foreign entity, Filipino ownership or interest of the JV concerned;  <input type="checkbox"/> All partners to the joint venture shall be jointly and severally liable to the Procuring Entity; and  <input type="checkbox"/> JV partner who will receive the payment in case the contract is awarded to the JV. </p> <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 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 imperfectly 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 Philippine 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> <ul style="list-style-type: none"> <li><input type="checkbox"/> They will enter into and abide by the provisions of the JVA in the instance that their bid is successful;</li> <li><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.</li> </ul>				

DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAI L	REMARKS
<p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>a. Responsibility of each of the JV partners or its contributions to the JV;</li> <li>b. If one of the JV partners is a foreign entity, Filipino ownership or interest of the JV concerned;</li> <li>c. All partners to the joint venture shall be jointly and severally liable to the Procuring Entity; and</li> <li>d. JV partner who will receive the payment in case the contract is awarded to the JV.</li> </ul> </li> <li>ii. For submitted statement/s which are imperfectly 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.</li> <li>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.</li> <li>iv. The bidder is allowed to submit photocopy of the notarized 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.</li> </ul>				

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

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

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

**THE FINANCIAL PROPOSAL DOCUMENTS (E.G., FINANCIAL BID FORMS AND COST BREAKDOWN 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 quantity/unit of measurement is revised, the bid shall be recalculated based on the 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.

Bidders are advised to round off the bid prices to the nearest hundredths [two (2) decimal places].

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: \_\_\_\_\_

**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. Y2023 INCOME TAX RETURN (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 30 June 2024, or if available, 30 September 2024 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. <u>A. For Corporation:</u></p> <p>I. LATEST GENERAL INFORMATION SHEET or LATEST ARTICLES OF PARTNERSHIP from the Securities and Exchange Commission; and</p> <p>II. COMPANY PROFILE indicating the following (if applicable):</p> <p>a. Current composition of the Board of Directors;</p> <p>b. Principal Officers;</p> <p>c. Principal Stockholders; and</p> <p>d. Line of works / services.</p>			

	SUBMITTED		NOT SUBMITTED
	During bidding	During post-qualification	
<p>B. <u>For Single/Sole Proprietorship:</u></p> <p>I. Company Profile indicating the following (if applicable)</p> <p>a. Principal Officers; and</p> <p>b. Line of Works and Services</p> <p>C. <u>For Other Entities: As may be applicable</u></p> <p><i>Note:</i> If bidding as a JV, <u>all</u> partners shall submit the document. For <u>foreign bidder</u> or <u>JV partner</u>, submit an equivalent document from the state or country where the firm is duly registered.</p>			
<p>4. SIGNED, ORIGINAL AND NOTARIZED BID SECURING DECLARATION, in case photocopy and/or imperfectly 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 imperfectly 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><i>Note:</i> If bidding as a JV, the documents shall be submitted by any of the JV partners.</p>			

	SUBMITTED		NOT SUBMITTED
	During bidding	During post-qualification	
<p>7. In case the Bidder's proof of offer (containing all the technical information listed in the attached BSPSEM and other relevant information necessary for post-qualification, in any of the following, is not submitted under Envelope No. 1:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Original or copy of the printed product brochure(s) from the manufacturer; or</li> <li><input type="checkbox"/> b. Printed product brochure(s) downloaded from the <u>official website of the manufacturer/reseller/ distributor</u> with indication of its source (e.g., website); or</li> <li><input type="checkbox"/> c. Manufacturer's Catalog Data of the materials/equipment to be installed with highlights on the data conforming to the BSP Specifications; OR</li> </ul> <p style="text-align: center;">IF SPECIFICATIONS/ FEATURES CANNOT BE SUPPORTED BY PRODUCT BROCHURES OR MANUFACTURER'S CATALOG:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> d. Certification from the Manufacturer confirming the specifications of the items stated in the bidder's duly accomplished BSPSEM; or</li> <li><input type="checkbox"/> e. Product Demonstration; or</li> <li><input type="checkbox"/> f. Reference Site.</li> </ul> <p><i>Note:</i> If bidding as a JV, the document shall be submitted by any of the JV partners.</p>			
<p>8. In case the Certification/Proof of Authority from the Product Manufacturer/ Principal/ Distributor/ Channel Partner/ Reseller is not submitted submitted in Envelope No. 1:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Certification/Proof of Authority from the Product Manufacturer/Principal showing that the bidder is authorized to supply/deliver/sell the <u>offered data security solution</u> and authorized to provide technical services thereof;</li> <li><input type="checkbox"/> If the bidder is a Manufacturer, the bidder may submit a certification stating such fact;</li> </ul> <p style="text-align: center;">OR</p>			

	SUBMITTED		NOT SUBMITTED
	During bidding	During post-qualification	
<p>If the Bidder is acting as a DISTRIBUTOR/ CHANNEL PARTNER/ RESELLER, the bidder may submit any of the following documents showing the bidder's authority to supply/deliver the <u>offered data security solution</u> and to provide technical support services thereof:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Certification issued by the Manufacturer; OR</li> <li><input type="checkbox"/> Official website of the Manufacturer with URL; OR</li> <li><input type="checkbox"/> Any similar document, whether issued by the Manufacturer or Authorized Distributor/ Channel Partner.</li> </ul> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>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 (E.G., BROCHURE, WEBSITE URL, ETC.)].</li> <li>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.</li> <li>iii. If bidding as a JV, the document shall be submitted by any of the JV partners.</li> </ul>			
<p>9. In case the training certifications or equivalent documents for the offered data security solution issued by the Product Manufacturer/Principal, Distributor, or any other Principal's authorized training provider of the nominated at least two (2) Technical Staff/ Engineers/ Solution Specialists are not submitted under Envelope No.1</p> <p><i>Note:</i> If bidding as a JV, the document shall be submitted by any of the JV partners.</p>			
<p>10. Latest AFS in case the latest AFS was not submitted under Envelope No. 1.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>i. The values of the domestic bidder's current assets and current liabilities shall be based on the latest AFS submitted to the BIR; and</li> <li>ii. If bidding as a JV, the document shall be submitted by any of the JV partners provided, that the partner</li> </ul>			

	SUBMITTED		NOT SUBMITTED
	During bidding	During post-qualification	
responsible to submit the NFCC shall likewise submit the Statement of all ongoing contracts and AFS.			

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>a. Most recent project undertaken with BSP, whether completed or uncompleted; and</p> <p>b. All ongoing BSP project/s with at least 20% accomplishment.</p> <p><i>Notes:</i></p> <p>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>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 Technical, Financial, and Other Documents, 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.



## **BIDDING FORMS**

DESCRIPTION OF DOCUMENT	
UNDER ENVELOPE NO. 1 – ELIGIBILITY REQUIREMENTS (LEGAL, TECHNICAL AND FINANCIAL DOCUMENTS)	
1	Statement of On-going Government and Private Contracts
2	Statement of Single Largest Completed Contract Similar to the Requirement
3	Bid Securing Declaration Form
4	Omnibus Sworn Statement
5	Corporate Secretary's Certificate
6	Special Power of Attorney
7	Committed Line of Credit
UNDER ENVELOPE NO. 2 – FINANCIAL BID PROPOSAL	
8	Financial Bid Form
9	Bid Cost Sheet

## **CONTRACT FORMS**

(TO BE SUBMITTED BY THE WINNING BIDDER)

	File Name	DESCRIPTION OF DOCUMENT
1	NOA	Notice of Award with Conformity
3	CONTRACT	Contract Agreement
4	JVA	If JV: Joint Venture Agreement

## **ANNEXES**

ANNEX	GUIDELINES AND PROCEDURES
A	Procedures in the Payment of Bidding Documents
B	Guidelines in the Conduct of Pre-Bid Conference and Opening of Bids
C	Guidelines in the Submission of Bids
D	Checklist of Requirements for Surety Bond
E	List of BSP Evaluated Private Insurance Companies
F	I. Guidelines and Procedures on Refund of Bid and Performance Security in the Form of Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank (UB/KB) II. Guidelines and Procedures on Release of Bid Security in the form of Demand Guarantee/Irrevocable Letter of Credit (ILOC) issued by a UB/KB via the Society for Worldwide Interbank Financial Communications Facility (SWIFT)

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

**BID FORM**

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

**Project Identification No.:** BAC-HO GS No. 2024-0999

**To: BIDS AND AWARDS COMMITTEE-HEAD OFFICE**  
**BANGKO SENTRAL NG PILIPINAS**

Having examined the Philippine Bidding Documents (PBDs) including the issued Supplemental or Bid Bulletin Numbers, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the following:

Description of Requirement/Project	Approved Budget for the Contract (ABC), inclusive of all applicable taxes and other charges	Total Bid Price, inclusive of all applicable taxes and other charges (in Figures and in Words)
One (1) Lot – Multi-Year Software Subscription and Technical Support Services for Data Security Solution, as per BSP Terms of Reference and Service Level Agreement	<p align="center"><b>Php47,333,104.00</b></p> <p align="center"><i>Any bid with financial proposal exceeding the ABC shall not be accepted.</i></p>	<p>Php _____                      (in figures)</p> <p>Peso: _____                      _____                      (in words)</p> <p>(As per attached Bid Cost Sheet)</p> <p><b>Note: During the conduct of bid evaluation, the total calculated bid price shall be rounded off to the nearest hundredths [Two (2) decimal places]</b></p>
<p align="center"><i>(Signature/ies above Printed Name/s of Bidders Duly Authorized Representative/s):</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>		

1. We understand that the above submitted bid price, as read, shall still be evaluated and corrected for computational errors, and other bid modifications made part of this Bid.
2. The total bid price includes the cost of all taxes, such as, but not limited to the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties;

3. If our Bid is accepted, we undertake:
  - a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
  - b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
  - c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us;
5. We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive;
6. We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs;
7. We understand that the email address provided below shall be our designated e-mail address and any communication sent by the Bids and Awards Committee – Head Office (BAC-HO) to that e-mail address shall be deemed to have been duly received by our office on the date and time the said e-mail was sent. Any change in contact details shall be duly communicated to the BAC-HO, through its BAC Secretariat and Policy Group.
8. The undersigned is authorized to submit the bid on behalf of the bidder as evidenced by the submitted *Special Power of Attorney/Secretary's Certificate/ Certification from the Bidder/Authority issued by the bidder.*<sup>1</sup>

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Bid Cost Sheet, shall be a ground for the rejection of our bid.

<b>Name/Legal Capacity/Position:</b>	<i>(Signature/ies above Printed Name/s of Bidders Duly Authorized Representative/s):</i>		
	1. _____ 2. _____ 3. _____		
<b>Name of Bidder / Name of Joint Venture:<sup>2</sup></b>	_____		
<b>Address:</b>	<i>No. &amp; Street</i>	<i>Building/Barangay</i>	
	<i>City/Town/Province</i>	<i>Postal/Zip Code</i>	
<b>Telephone No.</b>			
<b>Fax No.</b>			
<b>Email Address:</b>			

<sup>1</sup> As submitted under Envelope No. 1. In case different signatory/ies is/are designated for the signing of the Bid Form, the bidder should attach to this Bid Form, the Special Power of Attorney/Secretary's Certificate/Certification from the Bidder/Authority issued by the bidder indicating the name of the authorized signatory.

<sup>2</sup> If bidding as Joint Venture, indicate the name of the Joint Venture.



# BANGKO SENTRAL NG PILIPINAS

## BID COST SHEET

ONE (1) LOT - MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT

COMPONENTS	QTY (a)	UNIT COST, inclusive of all applicable taxes and other charges (in Php) (b)	Year 1		Year 2		Year 3	
			No. of Months (c)	Total Cost, inclusive of all applicable taxes and other charges (in Php) (d=a*b*c)	No. of Months (e)	Total Cost, inclusive of all applicable taxes and other charges (in Php) (f=a*b*e)	No. of Months (g)	Total Cost, inclusive of all applicable taxes and other charges (in Php) (h=a*b*g)
<ul style="list-style-type: none"> <li>Database Encryption for Five (5) Servers</li> <li>Data Masking and Tokenization for Ten (10) Applications (HA)</li> <li>Key Management Services (HA)</li> </ul>	1 lot		12		12		12	
Endpoint File Security Solution (500 licenses)	1 lot		12		12		12	
Technical Support Services	1 lot		12		12		12	
	QTY (a)	UNIT COST, inclusive of all applicable taxes and other charges (in Php) (b)	Total Cost, inclusive of all applicable taxes and other charges (in Php) (c=a*b)					
One (1) Time Implementation Cost	1 lot							
<b>TOTAL COST PER YEAR</b>			Php		Php		Php	
<b>GRAND TOTAL COST FOR THREE (3) YEARS</b>			Php _____					

**Notes:**

- In no case shall advance payment be made and actual payment shall only cover the **actual** days/period/services rendered, including software subscription and not to exceed the contract amount.
- Bids not addressing or providing all of the required items in the bidding documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or "-" (dash) for the said item would mean that is being offered for free for the Government [Sec 32.2.2 (a) of the revised IRR].

\_\_\_\_\_  
**PRINTED NAME AND SIGNATURE OF  
 BIDDER'S AUTHORIZED REPRESENTATIVE**



# BANGKO SENTRAL NG PILIPINAS

## TERMS OF REFERENCE

### PART A - GENERAL REQUIREMENTS

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

**ONE (1) LOT - MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT**

#### II. INTRODUCTION / OBJECTIVES

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

The service consists of on-call support, preventive maintenance, and software maintenance and 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.

##### Definition of Terms

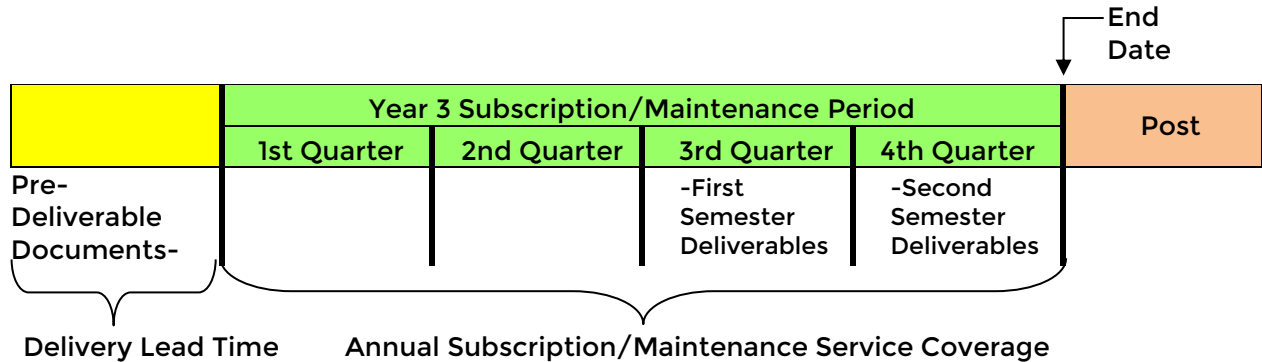
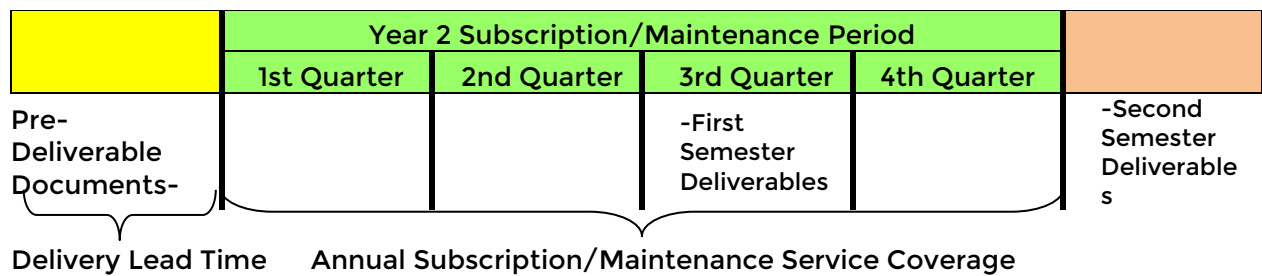
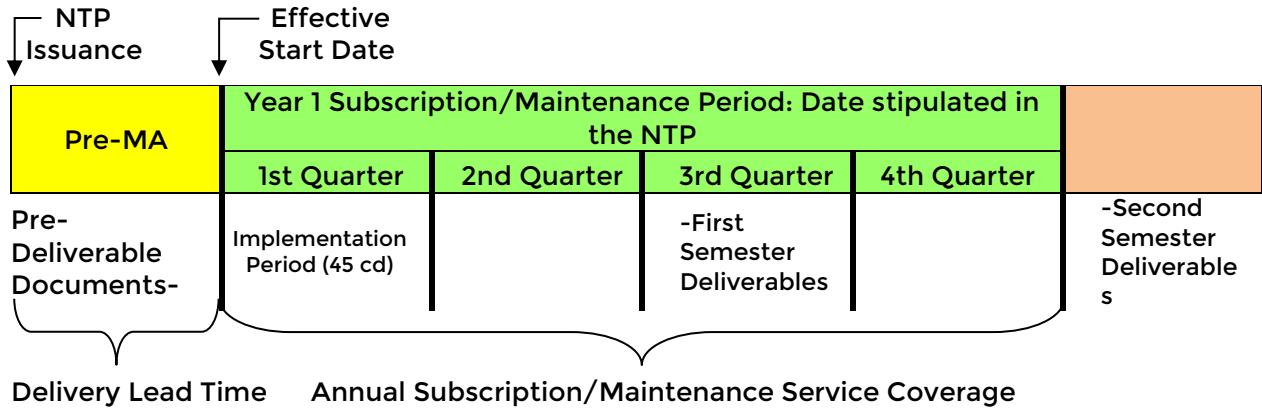
- a. **"Technical Support Services"** means support services, which include, but not limited to services such as the following:
- Provision of Utilities/Tools/Miscellaneous Files/Help Databases
  - Software Installation, Setup and Configuration (Latest version)
  - Phone, email, on-call and on-site support as requested by BSP
- b. **"Maintenance Service"** means any warranty and/or 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. This service is an obligation of the Service/Solution Provider to allow end-user unlimited access on an agreed period including access or download to contents such as/but not limited to the following resources, where applicable:
- 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. **"Support Service"** means on-site support service, online access to products and/or services, value added resources, hardware repair and/or replacement. This service includes the following:
- On-site/Online/On-call technical support
  - Troubleshooting and repairs
  - System-related technical training and update reviews
- d. **Update or Maintenance Release** - means delivery of next higher release, maintenance corrections, patches, minor enhancements or fixes, and any other similar/equivalent services.
- e. **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 is for a period of three (3) years to commence from the date stipulated in the Notice to Proceed (NTP) to be issued by Cybersecurity Department.

Implementation Period: Forty-five (45) calendar days

The Service Provider shall observe the 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 as this pertains to software subscription/licenses with technical support services only.*

V. WARRANTY PROVISION

*Not applicable as this pertains to software subscription/licenses with technical support services 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

Electronic copy<sup>2</sup> of the same shall be sent in advance via email to [itreceiving@bsp.gov.ph](mailto:itreceiving@bsp.gov.ph) (cc: [itpaymentsgroup@bsp.gov.ph](mailto:itpaymentsgroup@bsp.gov.ph)). All billing statements shall clearly indicate the Purchase Order / Job Order 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
<b>Year 1: Date stipulated in the NTP</b>			
1	Implementation Services	<ul style="list-style-type: none"><li>Issuance by the BSP of Certificate of Satisfactory Completion/Performance of Services Rendered.</li></ul>	Implementation Services Cost
2	Subscription Services	<ul style="list-style-type: none"><li>Submission of "Subscription Certificate or Proof-of-Entitlement or equivalent document" to start upon Project Acceptance.</li></ul>	Subscription Services Cost for Year 1
3	Technical Support Services (TSS)	<ul style="list-style-type: none"><li>Issuance by the BSP of Certificate of Satisfactory Completion/Performance of Services Rendered after successful submission of quarterly deliverables as stated in Part B. Scope of Work and Services under Section II. Deliverables/Submittals for Year 1 1<sup>st</sup> semester</li></ul>	50% of TSS Cost for Year 1
4		<ul style="list-style-type: none"><li>Issuance by the BSP of Certificate of Satisfactory Completion/Performance of Services Rendered after successful submission of quarterly deliverables as stated in Part B. Scope of Work and Services under Section II. Deliverables/Submittals for Year 1 2<sup>nd</sup> semester</li></ul>	50% of TSS Cost for Year 1

<sup>2</sup> For billing statements generated using a computerized accounting system (CAS), a valid/up to date BIR issued Authority to Print (ATP) and BIR permit to use Computerized Accounting System (CAS) must endorsed together with the bill.

Payment Description		Completion Criteria	% of Payment
<b>Year 2</b>			
5	Subscription Services	<ul style="list-style-type: none"> <li>Submission of "Subscription Certificate or Proof-of-Entitlement or equivalent document".</li> <li>Issuance by the BSP of Certificate of Satisfactory Completion/Performance of Services Rendered</li> </ul>	100% of Subscription Services Cost for Year 2
6	Technical Support Services (TSS)	<ul style="list-style-type: none"> <li>Issuance by the BSP of Certificate of Satisfactory Completion/Performance of Services Rendered after successful submission of quarterly deliverables as stated in Part B. Scope of Work and Services under Section II. Deliverables/Submittals for Year 2 1<sup>st</sup> semester</li> </ul>	50% of TSS Cost for Year 2
7		<ul style="list-style-type: none"> <li>Issuance by the BSP of Certificate of Satisfactory Completion/Performance of Services Rendered after successful submission of quarterly deliverables as stated in Part B. Scope of Work and Services under Section II. Deliverables/Submittals for Year 2 2<sup>nd</sup> semester</li> </ul>	50% of TSS Cost for Year 2
<b>Year 3</b>			
8	Subscription Services	<ul style="list-style-type: none"> <li>Submission of "Subscription Certificate or Proof-of-Entitlement or equivalent document".</li> <li>Issuance by the BSP of Certificate of Satisfactory Completion/Performance of Services Rendered</li> </ul>	100% of Subscription Services Cost for Year 3
9	Technical Support Services (TSS)	<ul style="list-style-type: none"> <li>Upon issuance by the BSP of Certificate of Satisfactory Completion/Performance of Services Rendered for the Year 3 1<sup>st</sup> semester</li> </ul>	50% of TSS Cost for Year 3
10		<ul style="list-style-type: none"> <li>Upon issuance by the BSP of Certificate of Satisfactory Completion/Performance of Services Rendered for the Year 3 2<sup>nd</sup> semester</li> </ul>	50% of TSS Cost for Year 3

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 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 Solution Provider at no cost to BSP.

**VIII. CONTINUITY OF SERVICES**

1. The Service 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 Provider shall agree to the scheduled operational and security restrictions at the BSP site during implementation.
3. Should services be inadvertently interrupted, the Service 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 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 Provider shall be liable for damages caused to any BSP property due to the fault or negligence of its personnel. The Service 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 Provider to repair the damaged property, BSP may opt to repair and deduct the entire cost from any amount due to the Service Provider. This shall also apply to damages brought by delay in services to BSP.

The Service Provider shall defend, indemnify and hold harmless the BSP, from and against all costs, charges and expenses arising from any third-party claim, action, suit, or proceeding against any action by a third party against BSP that is based on any claim that the software or any services performed under this agreement infringe a patent, copyright, other forms of proprietary right or violation of a trade secret.

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 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 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 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 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 Provider shall agree with and sign the BSP-provided Confidentiality and Non-Disclosure Agreement (CNDA) upon Contract Award. (Annex B).
5. The Service Provider shall be responsible to have the CNDA notarized and submit to the Cybersecurity Department on or before contract implementation.
6. In case of any IT security breach or related incident, unauthorized access, or other compromise of or relating to the Bangko Sentral ng Pilipinas and its data, information technology assets and equipment please contact Cybersecurity Department (CsD) Cybersecurity Operations Unit (24/7 Operations) through 8811-1277 local 7003 or BSP\_SOC\_INT@bsp.gov.ph

XIV. CONTRACT TERMINATION

The contract may be terminated subject to valid grounds as specified in Annex I of the revised Implementing Rules and Regulations of Republic Act No. 9184, also known as The Government Procurement Reform Act.

XV. REMOVAL OF MACHINES FROM PRODUCTIVE USE DURING MAINTENANCE PERIOD

*Not applicable as this pertains to software subscription/licenses with technical support services only.*

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 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 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. HEALTH EMERGENCIES PROVISION, if applicable

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

1. The Service 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 Provider is also mandated to comply with Department of Health (DOH) and other government agency protocols in the management of the safety and health of their deployed workers.
3. The Service 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 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 result pursuant to BSP Guidelines.
5. The Service Provider shall supply the necessary personal protective equipment (PPE) and related supplies for all its personnel. Such as facemasks, 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 a ground 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. Location

BSP Head-Office

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

The Contract shall commence starting from the date stipulated in the Notice to Proceed (NTP) to be issued by Cybersecurity Department.

### II. DELIVERABLES/SUBMITTALS

Pre-Deliverables Documents <sup>1</sup>	<ul style="list-style-type: none"> <li>– Original Service Provider’s Invoice/Bill and/or Delivery Receipt of Subscription Services or equivalent document of proof of delivery.</li> <li>– Subscription Certificate or Proof-of-Entitlement or equivalent document/proof;</li> <li>– Escalation Procedure;</li> <li>– Original or Certified by BSP as True Copy of Contract Agreement/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>
Semester Deliverables	<ul style="list-style-type: none"> <li>– Service Reports as stated in the Service Level Agreement (SLA)</li> <li>– Compilation of System Updates as stated in SLA (to be submitted at the end of the Maintenance Period.</li> <li>– Original Service Provider’s Invoice/Bill and/or Delivery Receipt of Support Services</li> </ul>

- Proof of Entitlement/Maintenance Agreement or equivalent document to start upon Project Acceptance.
- Provision of Data Security Solutions stated in this Terms of Reference required by BSP.
- Must be able to conform to the service level requirements as stated in the Service Level Agreement of BSP (Annex A).
- The Solution/Service Provider must deliver all additional resources used to operate and meet the target performance level. Should any deliverables fail to meet the minimum working parameters during replacement/implementation, the Solution/Service Provider should find the necessary resources, upgrades, changes or replacements of the component(s) or the whole solution to meet objectives. By default, all Replacements should be of equal or superior in quality and/or quantity without cost variations.
- All necessary software, hardware, materials, licenses and other components not mentioned in the specification but are required for the systems to operate as defined in this Terms of Reference shall be delivered and installed by the Service Provider. Should any device, part, or component reach End-of-Sale, End-of-Life and/or End-of Support status preventing supply or delivery as required, the Service Provider shall provide a replacement unit with similar or higher specification to the affected item without additional cost to BSP.
- In the event of BSP’s complete adoption of DICT’s Cloud first policy, the service provider shall perform migration, and linkage of the existing system to BSP available cloud platform/solution at no additional cost including configuration and other things needed for the solution to be operable.

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

#### A. MINIMUM REQUIREMENTS FOR DATABASE ENCRYPTION

- The solution must provide perpetual licenses for data encryption of at least five (5) BSP Database/File Servers.
- The solution must support data protection on all operating systems such as

but not limited to UNIX/AIX, REDHAT, SUSE, UBUNTU, WINDOWS.

- The solution must support databases such as but not limited to Oracle, DB2, Microsoft SQL, MYSQL, and SAP HANA.
- The solution must be certified and officially supported by SAP.
- The solution must also support NoSQL databases such as but not limited to MongoDB, DataStax and Couchbase.
- The solution should have minimum performance impact to database transactions with not more than 10% performance overhead supported by benchmark report to prove the performance claim.
- The solution must support hardware cryptographic acceleration to perform computationally intensive cryptographic operations.
- The solution must support transparent deployment which will not require application code change.
- The solution must be able to secure both structure database information and unstructured files such as PDF, spreadsheet, scripts, images, audio/video recordings and extract-transformation-load batch files.
- The solution must support a centralized policy and key management, with highly configurable security and policy enforcement to provide granular access control and audit.
- The solution must be able to perform initial transformation/encryption with minimal downtime.
- The solution must be able to perform automatic key rotation without taking databases or applications offline.
- The solution must be able to prevent selected processes, applications or binaries from accessing and decrypting data.
- The solution must provide centralized audit for security administration access, key creation, policy changes, data access log and so on.
- The solution must support cloud instance deployment with different cloud platforms such as but not limited to Microsoft Azure and Oracle Cloud Infrastructure.
- The solution must support multi-tenancy using separate domain with configurable policies, data encryption key management and audit log.
- The solution must support authentication such as but not limited to Lightweight Directory Access Protocol (LDAP) and Microsoft Active Directory (AD).
- The solution must support industry proven cryptograph security standard such as but not limited to AES 128, 256-bit cipher, asymmetric key RSA-4096/2048 and SHA-256 algorithm.
- The solution must be able to protect data-at-rest against root/system privileged user account access.
- The proposed solution must support a separation of duties (SoD) to meet rigorous compliance rules such as but not limited to Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA/HITECH) and government data breach policy.

#### **B. MINIMUM REQUIREMENTS FOR TOKENIZATION AND DATA MASKING SOLUTIONS**

- The solution must provide perpetual licenses for tokenization and data masking.
- The solution must be able to perform end-to-end tokenization and data masking for at least ten (10) BSP Applications.
- The solution must support web-based Application Programming Interface (API) such as but not limited to REST API.
- The solution must support dynamic masking through policy-based masks.
- The solution must be using the vault less token server architecture.
- The solution must be implemented in Highly Available setup with active-active clustering.
- The solution must be able to provide policy-based masks template and must demonstrate dynamic masking capability.
- The solution must be able to integrate with LDAP/AD for user group permission management.
- The solution must support Format Preserving Encryption (FPE) algorithms such as but not limited to FF1 & FF3, Advanced Encryption Standards (Electronic Codebook Mode [EBC], Counter [CTR], AES Cipher Block Chaining [CBC], CBC with Padding).

- The solution must support Random tokenization (with numeric and alphanumeric character sets).
  - The solution must support date tokenization.
  - The solution must support single and multi-use tokens.
  - The solution must be able to tokenize 16-digit numbers with FF1 and Random methods with performance of over 900K transactions per second.
  - The solution must provide application encryption support with Java, C/C++, and .Net API.
  - The solution must support integration to cryptographic token interface standards such as but not limited to PKCS#11.
- C. MINIMUM REQUIREMENTS FOR CENTRALIZED KEY MANAGEMENT SERVICES
- The solution must provide perpetual licenses for the Centralized Key Management Services.
  - The solution must be implemented in Highly Available setup with active-active clustering.
  - The solution must be able to centrally store and manage heterogeneous encryption keys such as but not limited to file encryption, Oracle Transparent Data Encryption (TDE), Microsoft SQL Server TDE and other applications.
  - The solution must have a key management repository which supports virtualization and must be available in different formats such as but not limited to Open Virtual Appliance (OVA) and Virtual Hard Disk V2 (VHDX).
  - The solution must be at least FIPS 140-2 Level 1 certified.
  - The solution must support administration interface via Secure Web, CLI, and REST.
  - The solution must be able to support Symmetric Key (128- and 256-bit) and Asymmetric Key (1024-, 2048- and 4096-bit).
  - The solution must be able to provide Role-Based Access Control (RBAC), and enforce separation of duty (SoD) wherein system administrators and Database Administrators (DBAs) should have no access to the key management application or as required by BSP.
  - The solution must demonstrate regulatory compliance and generate necessary audit report on key operations such as but not limited to key generation, rotation, destruction, key import and export.
  - The solution must be able to support active/active clustering.
  - The solution must support multi-tenancy with configurable policies, data encryption key management and audit log.
  - The solution must provide fine-grained auditing records.
  - The solution must support Key Management Interoperability Protocol Profiles Version 1.3 (KMIP v1.3) and support KMIP clients such as but not limited to Cisco UCS and VMWare vSphere.
  - The solution must be able to support Bring Your Own Key (BYOK) and cloud key management for cloud solutions such as but not limited to Azure and Office 365.
  - The solution must be able to support Hold-Your-Own-Key for cloud solution such as but not limited to Azure and Office 365 and Oracle Cloud.
  - The solution must be able to synchronize the key database with the cloud providers such as but not limited to Azure and Oracle Cloud Infrastructure (OCI).
  - The solution must support integration to Microsoft Structured Query Language (MS-SQL) EKM (MSSQL Server 2014 - 2022) and Oracle TDE (Oracle Database 19c - 21c) for external key management.
  - The solution must support Transport Layer Security (TLS) version 1.3 for communications to the key manager.
  - The solution must support symmetric and asymmetric key caching with a user-configurable expiry period.
  - The solution must support persistent key caching for Oracle TDE, which allows for TDE to function even if the key manager or the network is unavailable.
  - Must support asymmetric key versioning for MS-SQL.
  - Must support LDAP users for both MS-SQL and Oracle TDE.

**D. MINIMUM REQUIREMENTS FOR ENDPOINT FILE SECURITY SOLUTION FOR FIVE HUNDRED (500) USERS**

- The solution must be able to support different Windows File Formats such as but not limited to Microsoft Office 2019 - 2021, Apache OpenOffice 4.0 - 4.1, 3. LibreOffice 4.0 - 5.2, JustSystem 3 - 4, Adobe Acrobat Pro DC 2017 - 2024, Adobe Illustrator CS6 - 2019, Adobe Photoshop CS6 - 2019, Autodesk AutoCAD 2018 - 2022, and Fuji Xerox DocuWorks Viewer 9.0.
- The solution must be able to support generic Text, Audio, Video and Picture format such as but not limited to txt, rtf, asf, wma, wmv, avi, mpg, mpeg, mp3, mov, m4v, mp4, mkv, wav, bmp, jpg, jpeg, gif, tif, tiff, png formats.
- The solution must be able to allow viewing of protected files without the need to install any software.
- The solution must be able to allow users to protect files based on pre-defined policy or custom policy.
- The solution must be able to control access to protected file for both internal and external users.
- The solution must have the capability for external users to authenticate without the need for the solution to store password.
- The solution must be able to control access to protected file based on date and time range restriction, viewable period and number of times file can be open.
- The solution must be able to save, copy, print, and run macro functions on the supported files.
- The solution must be able to prevent screen capture by keyboard strokes and third-party software.
- The solution must be able to generate screen watermark containing user information when opening a protected file.
- The solution must be able to enforce watermark containing user information to be printed when a protected file is printed.
- The solution must be able to protect folder and zip file.
- The solution must be able to maintain workability of cross referencing between protected files.
- The solution must be able to have multiple protection policies with different rights assigned for different group of users on a protected file.
- The solution must be able to remote delete protected file when it is accessed by unauthorized user.
- The solution must be able to trigger remote delete of protected file.
- The solution must be able to remotely change file protection policy after initial protection.
- The solution must be able to allow unauthorized user to a protected file to request for rights to access the file.
- The solution must be able to automatically protect files on local computer folders and network shared folders based on a pre-defined policy.
- The solution must have the ability for automatic encryption when files are created and saved on personal PC terminals or when files are downloaded from the system.
- The solution must be able to send notifications via email and/or windows dialog on un-authorized access to protected files.
- The solution must be able to allow administrator and normal user to view access log and policy change log of protected files.
- The solution must be able to be integrated with external system including via API.
- The solution must be able to prevent protected files to be accessed in remote desktop environment or virtual environment.
- The solution must be able to prevent showing of protected file content in web conferencing environment.
- The solution must be able to support different operating systems (OS) such as but not limited to Windows 10 and 11, mobile IOS, and Android.
- The solution must be able to control how many devices can each user provisioned.
- The solution must have the ability provide access on protected file when the device is offline.
- The solution must be able to create administrator with different level of access.

- The solution must be able to group users for management or access rights granting purposes.
- The solution must be able to integrate with Microsoft Active Directory for OU, users and groups information.
- The solution must be able to integrate with different authentication services such as but not limited to Microsoft Active Directory, Azure Entra-ID, and SAML.

#### E. Training Requirements

- The Solution Provider must provide technical training with the following minimum requirements:
  1. Minimum of five (5) attendees and shall be conducted on-line or face-to-face using similar environment to BSP;
  2. Minimum of five (5) days, on-line or face-to-face;
  3. It shall cover the use, operation, customization of policies and administration of the system;
  4. It shall be held using English language in a pleasant learning environment;
  5. It shall provide training materials, in English, both in printed and electronic copy (e.g. pdf file);
  6. It shall issue certificate of attendance to successful trainees; and
  7. Training schedules should be conducted during or after the implementation period but within the contract period and must be coordinated with BSP CsD to ensure designated personnel's availability.

### 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 Provider should be an authorized and/or registered Solution Partner during the entire maintenance period.
- The Service Provider should provide at least Two (2) Technical Staff/ Engineers/ Solution Specialist with the following qualification:
  - At least two (2) Technical Staff/ Engineers/ Solution Specialists with training certification or equivalent document for the offered data security solution issued by the Product Manufacturer/Principal, Distributor, or any other Principal's authorized training provider; and
  - Must have at least two (2) years of experience in any of the following: installation, configuration, troubleshooting, maintenance, and support of the proposed Data Security Solution.

The Service Provider's Project Team shall:

- a. Perform and deliver all its obligations specified in the contract agreement;
- b. Submit documents/reports/evaluations as may be required by the BSP; and
- c. The 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 project activities/services at the BSP site at least three (3) working days prior to actual activity.
- d. The 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 in the implementation of the project shall be part of the deliverables of the 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 warranty.
- f. The Solution Provider must facilitate the documents' approval before proceeding with the project implementation and shall be held accountable for any delay due to non-conformance with this requirement.

## II. PROJECT IMPLEMENTATION REQUIREMENTS

The Service Provider shall be responsible for the overall implementation of the **ONE (1) LOT - MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT** as project turnkey in accordance with BSP specifications. Work shall likewise be implemented in compliance with the BSP House Rules.

The Scope of Work shall employ the Project Management methodology or approach to ensure successful implementation. The Service Provider shall allocate technical and project management personnel during planning and implementation. The designated personnel shall perform the following implementation phases:

1. Pre-Project Implementation
  - a. Provide Project Coordinator with at least one (1) year IT PM experience to actively manage, monitor, report, etc. on key milestone/deliverables to BSP;
  - b. Provide Technical Specialist with training certification from product manufacturer, distributor, or principal being offered, and with at least one (1) year related experience;
  - c. Secure from CsD all necessary entry and work permits for their authorized personnel who shall perform work services at the BSP site;
  - d. Schedule project planning session(s) with BSP and submit the following documentations based on the BSP Quality Project Management Methodology (QPMM) templates:
    - Proposed Designs, Start-up Policy Rules and Connection Diagram;
    - Test Scripts validating functionalities and features
    - Project Documentations:
      - Responsibility Assignment Matrix (RAM)
      - Project Gantt Chart
      - Work Breakdown Structure and Activity Lists
      - Communications Plan
      - Acceptance Plan and Test Script
      - Identified Risks and Alternative Options
  - e. Facilitate approval of all documents, including the Project Plan, Project Test and Acceptance Documents/Scripts, and Acceptance Plan before proceeding with the Project Implementation
  - f. The Solution/Service Provider's personnel/representatives shall abide by existing BSP rules and regulations at all times; and
  - g. The Solution/Service Provider shall schedule and arrange briefings, plannings and project kickoff/launching.
2. Project Implementation
  - a. Execute project plans and deliverable defined in Part B Deliverables to operate, meet performance target and project objectives.
  - b. Project Reporting - submit project accomplishment report every end of the month and as requested by BSP
  - c. Change Management - process Project Change Request through approval process involving all concerned parties. BSP Standard Change Request Forms shall be used to facilitate change requests:
  - d. Project Completion - conduct technical testing and quality assurance of services and deliverables;
  - e. Perform necessary fine-tuning, upgrade, redesign or replacement of solution to



- a superior quality and/or quantity should the performance, capacity or any deliverables in the ToR fails to meet the required result or any functionality fails to satisfy the project objectives,
  - f. Facilitate approval of plans and shall only implement BSP approved designs, solutions, plans, and policy.
  - g. Allocate Project Manager to manage the project and at least one (1) Technical Specialist or equivalent technical support when requested by BSP during implementation.
  - h. Only qualified, trained, and experienced staff shall implement the prproject; and
  - i. All functionalities and features must be tested, quality assured and certified to be in optimum performance before presenting to BSP for final acceptance.
3. **Post-Project Implementation**  
Facilitate Project Acceptance and Close-Out meeting with BSP, complete all remediation works and submission of all approval of pertinent Project Documentation.
4. **Technical Documentation**  
The solution/Service Provider shall be responsible in collecting, developing, or customizing the following technical documentations.
- a. Configuration details, Policy Rules, Connection Diagram of the solution and other supporting components.
  - b. Successful User Acceptance Test (UAT);
  - c. Backup, Restore, Archive, and Escalation procedures; and
  - d. Submit All Reference Documentation Material/Manuals in Softcopy or Hardcopy Manuals including documents in Part C.II PROJECT IMPLEMENTATION REQUIREMENTS
  - e. IT Security, Administrator's and Configuration Manual.
  - f. Preventive Maintenance and Troubleshooting Manual; and
  - g. Compilation of Common Problems and Resolutions for CsD's use.
5. **Completion Requirement**  
The project is considered successfully completed when the BSP validated and accepted all the following metrics:
- a. Complete validation of the configurations
  - b. Submission of Software Entitlement in the form of Proof of Entitlement or Certificates or any equivalent document
  - c. Complete submission of all Technical Documentations
  - d. Turnover of Customization Works, Reports, and Activities; and
  - e. Project Acceptance and Project Close-out

Prepared by:

  
**PAUL ROEL M. BINUYA**  
Cybersecurity Officer, CsD

Recommending Approval:

  
**MARLON DAVE S. REGOSO**  
Senior Cybersecurity Officer, CsD

Approved by:

  
**JOHN L. REGALA**  
Senior Director, CsD

.....  
*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 - MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT** and that our company is amenable and capable of satisfying the requirements.

**Conforme:**

\_\_\_\_\_  
**Authorized Representative Name and Signature**



**ANNEX A:  
SERVICE LEVEL AGREEMENT ("SLA")**

The Service Provider shall conform to the service level requirements stated in this Service Level Agreement, which shall include the following:

**1. Service Coverage**

The Service Provider shall cover all items listed in the TERMS OF REFERENCE. The cost shall be inclusive of any incidental expenses to fulfill the ToR such as but not limited to deliveries, telephone call charges, on-site transportation costs, necessary adjustments, shipping, support reinstatement/support synchronization fees (should there be a gap between the support expiry date and the support renewal date).

**2. On-site and On-call Technical Support**

- 2.1. Upon request of BSP, the Service Provider shall be available on-site to maintain or extend technical assistance.
- 2.2. The Service Provider must provide the Escalation Procedure as specified in the pre-deliverables documents in the Terms of Reference.
- 2.3. The Service Provider must provide a hotline number and/or single point of contact for its support which includes details (e-mail addresses, cellular and/or telephone numbers) to facilitate the responsive trouble reporting, timely incident handling, problem escalation and field support coordination for all problem and maintenance related issues.
- 2.4. The Service Provider shall respond to service requests in the event the solution becomes inoperable based on Service Response defined in **Item 7**.
- 2.5. The Service Provider shall conduct system health check and preventive maintenance upon request, to ensure all versions of the solution are updated and operational.
- 2.6. The Service Provider shall extend consultation and technical advice when requested without additional cost.
- 2.7. The Service Provider must certify that it has business continuity and disaster recovery plans in case of fortuitous events such as, but not limited to, natural disasters and pandemic.

**3. Quality of Service**

- 3.1. The Service Provider shall conduct testing, quality assurance and client acceptance for every service accomplished.
- 3.2. The Service Provider shall coordinate with the Software and/or Equipment manufacturer for any replacements or upgrades before proceeding with task.
- 3.3. Should any device, part, or component reach End-of-Sale, End-of-Life and/or End-of Support status preventing operation during the duration of the Multi-year contract, the Service Provider shall provide a replacement with similar or higher specification to the affected item without additional cost to BSP.

**4. Subscription Services**

- 4.1. The Service Provider shall supply, facilitate and process all the necessary registration, logon credentials, and configuration for BSP to download, access or enable the continuous use of Subscription Services.
- 4.2. The Service Provider shall make necessary adjustments or changes to meet the Service Subscription period.



**5. Management of Software Updates and Upgrades**

- 5.1. The Service Provider shall deliver all the necessary tools, and/or supplies to service the software update requests.
- 5.2. The Service Provider shall perform regular sending of advisories, testing, updating, and installation of the latest software i.e. product version or release updates including Operating System (OS) patches, when available.
- 5.3. The Service Provider shall conduct Technical training to equip BSP with the necessary skills regarding major version or feature upgrade, when requested.
- 5.4. The Service Provider shall apply the necessary software or system upgrade/update using the safest, tested and stable version to keep intended application running at an optimum, efficient and vulnerable free environment. This includes performing necessary backup, installation or reinstallation services.
- 5.5. The Service Provider shall submit an annual compilation of all software enhancements, updates or release notes available from the original manufacturer of Systems in flash drive, when requested.

**6. Service Reporting**

- 6.1. Upon resolution of any incident escalated by BSP, the Service Provider must submit a service report within 24 hours. Submission applies to both onsite and offsite support requests. The service report should contain the following:
  - a) Reported downtime and uptime
  - b) Root cause of the problem
  - c) Actions taken in resolving the problem
  - d) Technical and supervising personnel involved in the problem resolution
  - e) Recommendations/Action Plans
- 6.2. The Service Provider must submit daily progress report on the status of an incident call where duration of resolution extends beyond 24 hours.
- 6.3. The Service Provider shall submit a report for every system health check, preventive maintenance, back-up, and review conducted using the TDIO-CSD prescribed format.

**7. Service Response Time**

Service requests and in the event the solution becomes inoperative shall be responded according to the following service response:

Phone and Email Support	Availability: 24 Hours x 7 Calendar Days
On Demand On-site Support	Availability for on-site support as may be needed: 24 Hours x 7 Calendar Days
On-site Support Response Time	Within four (4) hours upon receipt of incident call
Resolution Time	Within seventy-two (72) hours upon receipt of incident call*

*Note:*

\* *The specified Resolution time applies if the reported incident has no operational dependency from integrated systems*



**8. Penalty**

The Service Provider must agree with all items in this SLA. Non-compliance thereof such as, but not limited to delay, partial or unsatisfactory delivery of solution or service, BSP shall impose applicable penalty as follows:

<b>Description</b>	<b>Applicable Penalties (Per Annual Maintenance Period as defined in <i>Part A. General Requirements Number III - Contract Duration/Project Period/Delivery Period of the Terms of Reference</i>)</b>
<p>1. Non-compliance with Service Response such as un-performed or unsatisfactory service of:</p> <ul style="list-style-type: none"> <li>a. Software Availability/Updates/Upgrades</li> <li>b. Technical Support Services</li> </ul>	<p>1<sup>st</sup> Offense: Liquidated Damages.</p> <p>2<sup>nd</sup> Offense: Official Written Warning with Liquidated Damages.</p> <p>3<sup>rd</sup> Offense: Non-satisfactory Performance on Services Rendered            -Forfeiture of Warranty/Performance Bond pursuant to RA 9184 and its IRR and/or Non-issuance of Certificate of Satisfactory Performance, as deemed applicable by BSP.</p> <p><i>Note: Kindly refer to <b>Item 7: Service Response Time</b>. Liquidated Damages will be computed based on the length of delay to deliver/perform the required/intended service.</i>  <i>Less than or equal to 4 hours = 0.5 day</i>  <i>Greater than 4 hours but less than or equal to 8 hours = 1 day</i></p>

-----  
**For Service Provider only**

Conforme:

\_\_\_\_\_  
 Service Provider's Authorized Representative Signature



# BANGKO SENTRAL NG PILIPINAS

## TECHNOLOGY AND DIGITAL INNOVATION OFFICE

### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (STANDARD)

The mutual objective under this Agreement is to provide protection for confidential information while maintaining the parties' ability to conduct their respective business activities. "Confidential Information" is any non-public information disclosed by the Discloser to the Recipient which is expressed to be confidential or which by its nature a reasonable person would understand to be confidential.

The parties herein agree that the following terms apply when one party (Discloser) discloses Confidential Information to the other (Recipient):

#### 1. Method of Disclosure

Confidential Information will be disclosed either:

- a. in writing;
- b. by terms of delivery;
- c. by initiation of access to Confidential Information, such as may be in a database; or
- d. by oral or visual presentation.

#### 2. Obligations

- a. Recipient must not disclose any Confidential Information 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 position of the Discloser.
- b. Recipient must maintain the Confidential Information obtained from Discloser in strict confidence.
- c. Recipient must use the Discloser's Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement.
- d. Recipient must notify the Discloser promptly of any unauthorized use or disclosure of Discloser's Confidential Information and cooperate with and assist the Discloser in every reasonable way to stop or minimize such unauthorized use or disclosure.
- e. Notwithstanding any provisions hereof, Recipient shall not be liable for use, release or disclosure of any confidential information that:
  - i. is required by judicial action after all available legal remedies to maintain the Confidential Information in secret have been exhausted;
  - ii. is known to Recipient prior to the disclosure to Recipient by Discloser;
  - iii. is independently developed by Recipient or one of its divisions/groups without any breach of this Agreement; or
  - iv. is approved by Discloser for public release.

#### 3. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use information that is:

- a. already in its possession without obligation of confidentiality;
- b. developed independently without reference to the Discloser's Confidential Information;
- c. obtained from a source other than the Discloser without obligation of confidentiality;
- d. publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- e. disclosed by Discloser to another without obligation of confidentiality.



# BANGKO SENTRAL NG PILIPINAS

TECHNOLOGY AND DIGITAL INNOVATION OFFICE

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (STANDARD)

This Agreement does not require either party to disclose or receive information.

Only a written agreement signed by both the Discloser and Recipient can modify this Agreement.

This Agreement is the complete and exclusive agreement regarding our disclosures of Confidential Information, and replaces any prior oral or written communications between both parties regarding these disclosures.

In case of breach of the Agreement, Discloser shall have the right to terminate the same. Moreover, each party agrees that if a court of competent jurisdiction determines that the Recipient has breached, or attempted or threatened to breach, any of its confidentiality obligations to the Discloser or the Discloser's proprietary rights, monetary damages will not be an adequate remedy. Accordingly, the Discloser will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

By signing below, each party agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (i.e. photocopy or facsimile) is considered an original.

Agreed to: **Bangko Sentral ng Pilipinas**  
Discloser

Agreed to: \_\_\_\_\_  
(Name of Company)  
Recipient

By: \_\_\_\_\_  
Signature over Printed Name

By: \_\_\_\_\_  
Signature over Printed Name

In witness hereof, I hereunto sign my name this \_\_\_\_ day of \_\_\_\_\_, at Bangko Sentral ng Pilipinas, Manila.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_, affiant exhibiting to me his residence certificate no. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_.

NOTARY PUBLIC



# BANGKO SENTRAL NG PILIPINAS

## BSP SUPPLIED EVALUATION MATRIX

**NAME OF PROJECT/IT :** ONE (1) LOT - MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT

**NAME OF BIDDER :** \_\_\_\_\_

**UNIT MODEL/BRAND :** \_\_\_\_\_

### INSTRUCTIONS TO BIDDERS:

- The bidder shall fill-up the Bidder’s Sections under “Name of Bidder” and “Unit Model/Brand” above, and “columns 2 and 3” below. Bidder shall provide its proposed specifications under Column 2, in response to BSP specifications indicating clear specific reference to its submitted document/s (column 3).
- For the column on bidder’s Proof of Offer, refer to the Eligibility Requirements Checklist for the list of applicable documents that will have to be provided, necessary for post-qualification.
- As part of post-qualification pursuant to Section 34.3 of the IRR of RA 9184, the bidder’s Proof of Offer shall be verified, validated and ascertained to determine compliance of the offer with the requirements specified in the bidding documents.

### I. EVALUATION

BSP’S SECTION	BIDDER’S SECTION		BSP’S SECTION	
BSP SPECIFICATIONS	Bidder’s Specifications	Bidder’s Proof of Offer	RATING (Complying or Not complying)	REMARKS
(1)	(2)	(3)	(4)	(5)
DATABASE ENCRYPTION				
<ul style="list-style-type: none"> <li>• support data protection on all operating systems such as but not limited to UNIX/AIX, REDHAT, SUSE, UBUNTU, WINDOWS.</li> </ul>				
<ul style="list-style-type: none"> <li>• support databases such as but not limited to Oracle, DB2, Microsoft SQL, MYSQL, and SAP HANA</li> </ul>				



Place Authorized End User Signature(s) here: (1) \_\_\_\_\_ (2) \_\_\_\_\_



BSP'S SECTION	BIDDER'S SECTION		BSP'S SECTION	
BSP SPECIFICATIONS (1)	Bidder's Specifications (2)	Bidder's Proof of Offer (3)	RATING (Complying or Not complying) (4)	REMARKS (5)
<ul style="list-style-type: none"> <li>certified and officially supported by SAP</li> </ul>				
<ul style="list-style-type: none"> <li>support NoSQL databases such as but not limited to MongoDB, DataStax and Couchbase</li> </ul>				
<ul style="list-style-type: none"> <li>should have minimum performance impact to database transactions with not more than 10% performance overhead supported by benchmark report to prove the performance claim</li> </ul>				
<ul style="list-style-type: none"> <li>support hardware cryptographic acceleration to perform computationally intensive cryptographic operations</li> </ul>				
<ul style="list-style-type: none"> <li>support transparent deployment which will not require application code change</li> </ul>				
<ul style="list-style-type: none"> <li>secure both structure database information and unstructured files such as PDF, spreadsheet, scripts, images, audio/video recordings and extract-transformation-load batch files</li> </ul>				
<ul style="list-style-type: none"> <li>support a centralized policy and key management, with highly configurable security and policy enforcement to provide granular access control and audit</li> </ul>				
<ul style="list-style-type: none"> <li>able to perform initial transformation/encryption with minimal downtime</li> </ul>				
<ul style="list-style-type: none"> <li>able to perform automatic key rotation without taking databases or applications offline</li> </ul>				
<ul style="list-style-type: none"> <li>able to prevent selected processes, applications or binaries from accessing and decrypting data</li> </ul>				
<ul style="list-style-type: none"> <li>provide centralized audit for security administration access, key creation, policy changes, data access log and so on</li> </ul>				



Place Authorized End User Signature(s) here: (1) \_\_\_\_\_ (2) \_\_\_\_\_

BSP'S SECTION	BIDDER'S SECTION		BSP'S SECTION	
BSP SPECIFICATIONS (1)	Bidder's Specifications (2)	Bidder's Proof of Offer (3)	RATING (Complying or Not complying) (4)	REMARKS (5)
<ul style="list-style-type: none"> <li>support cloud instance deployment with different cloud platforms such as but not limited to Microsoft Azure and Oracle Cloud Infrastructure</li> </ul>				
<ul style="list-style-type: none"> <li>support multi-tenancy using separate domain with configurable policies, data encryption key management and audit log</li> </ul>				
<ul style="list-style-type: none"> <li>support authentication such as but not limited to Lightweight Directory Access Protocol (LDAP) and Microsoft Active Directory (AD)</li> </ul>				
<ul style="list-style-type: none"> <li>support industry proven cryptograph security standard such as but not limited to AES 128, 256-bit cipher, asymmetric key RSA-4096/2048 and SHA-256 algorithm</li> </ul>				
<ul style="list-style-type: none"> <li>able to protect data-at-rest against root/system privileged user account access</li> </ul>				
<ul style="list-style-type: none"> <li>support a separation of duties (SoD) to meet rigorous compliance rules such as but not limited to Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA/HITECH) and government data breach policy</li> </ul>				
<b>TOKENIZATION AND DATA MASKING SOLUTIONS</b>				
<ul style="list-style-type: none"> <li>support web based Application Programming Interface (API) such as but not limited to REST API</li> </ul>				
<ul style="list-style-type: none"> <li>support dynamic masking through policy-based masks</li> </ul>				
<ul style="list-style-type: none"> <li>must be using the vaultless token server architecture</li> </ul>				
<ul style="list-style-type: none"> <li>available in High Availability setup with active-active clustering</li> </ul>				



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BSP'S SECTION	BIDDER'S SECTION		BSP'S SECTION	
BSP SPECIFICATIONS (1)	Bidder's Specifications (2)	Bidder's Proof of Offer (3)	RATING (Complying or Not complying) (4)	REMARKS (5)
<ul style="list-style-type: none"> <li>able to provide policy-based masks template and must demonstrate dynamic masking capability</li> </ul>				
<ul style="list-style-type: none"> <li>able to integrate with LDAP/AD for user group permission management</li> </ul>				
<ul style="list-style-type: none"> <li>support Format Preserving Encryption (FPE) algorithms such as but not limited to FF1 &amp; FF3, Advanced Encryption Standards (Electronic Codebook Mode [EBC], Counter [CTR], AES Cipher Block Chaining [CBC], CBC with Padding).</li> </ul>				
<ul style="list-style-type: none"> <li>support Random tokenization (with numeric and alphanumeric character sets)</li> </ul>				
<ul style="list-style-type: none"> <li>support date tokenization</li> </ul>				
<ul style="list-style-type: none"> <li>support single and multi-use tokens</li> </ul>				
<ul style="list-style-type: none"> <li>able to tokenize 16-digit numbers with FF1 and Random methods with performance of over 900K transactions per second</li> </ul>				
<ul style="list-style-type: none"> <li>provide application encryption support with Java, C/C++, and .Net API</li> </ul>				
<ul style="list-style-type: none"> <li>support integration to cryptographic token interface standards such as but not limited to PKCS#11</li> </ul>				
<b>CENTRALIZED KEY MANAGEMENT SERVICE</b>				
<ul style="list-style-type: none"> <li>able to centrally store and manage heterogeneous encryption keys such as but not limited to file encryption, Oracle Transparent Data Encryption (TDE), Microsoft SQL Server TDE and other applications</li> </ul>				
<ul style="list-style-type: none"> <li>have a Key management repository which supports virtualization and must be available in different formats such as but not limited to Open Virtual Appliance (OVA) and Virtual Hard Disk V2 (VHDX)</li> </ul>				



Place Authorized End User Signature(s) here: (1) \_\_\_\_\_ (2) \_\_\_\_\_

BSP'S SECTION	BIDDER'S SECTION		BSP'S SECTION	
BSP SPECIFICATIONS (1)	Bidder's Specifications (2)	Bidder's Proof of Offer (3)	RATING (Complying or Not complying) (4)	REMARKS (5)
<ul style="list-style-type: none"> <li>at least FIPS 140-2 Level 1 certified</li> </ul>				
<ul style="list-style-type: none"> <li>support administration interface via Secure Web, CLI, and REST</li> </ul>				
<ul style="list-style-type: none"> <li>able to support Symmetric Key (128- and 256-bit) and Asymmetric Key (1024-, 2048- and 4096-bit)</li> </ul>				
<ul style="list-style-type: none"> <li>able to provide Role-Based Access Control (RBAC), and enforce separation of duty (SoD) wherein system administrators and Database Administrators (DBAs) should have no access to the key management application or as required by BSP</li> </ul>				
<ul style="list-style-type: none"> <li>demonstrate regulatory compliance and generate necessary audit report on key operations such as but not limited to key generation, rotation, destruction, key import and export</li> </ul>				
<ul style="list-style-type: none"> <li>able to support active/active clustering</li> </ul>				
<ul style="list-style-type: none"> <li>support multi-tenancy with configurable policies, data encryption key management and audit log</li> </ul>				
<ul style="list-style-type: none"> <li>provide fine-grained auditing records</li> </ul>				
<ul style="list-style-type: none"> <li>support Key Management Interoperability Protocol Profiles Version 1.3 (KMIP v1.3) and support KMIP clients such as but not limited to Cisco UCS and VMWare vSphere</li> </ul>				
<ul style="list-style-type: none"> <li>able to support Bring Your Own Key (BYOK) and cloud key management for cloud solutions such as but not limited to Azure and Office 365</li> </ul>				
<ul style="list-style-type: none"> <li>able to support Hold-Your-Own-Key for cloud solution such as but not limited to Azure and Office 365 and Oracle Cloud</li> </ul>				



Place Authorized End User Signature(s) here: (1) \_\_\_\_\_ (2) \_\_\_\_\_

BSP'S SECTION	BIDDER'S SECTION		BSP'S SECTION	
BSP SPECIFICATIONS (1)	Bidder's Specifications (2)	Bidder's Proof of Offer (3)	RATING (Complying or Not complying) (4)	REMARKS (5)
<ul style="list-style-type: none"> <li>able to synchronize the key database with the cloud providers such as but not limited to Azure and Oracle Cloud Infrastructure (OCI)</li> </ul>				
<ul style="list-style-type: none"> <li>support integration to Microsoft Structured Query Language (MS-SQL) EKM (MSSQL Server 2014 - 2022) and Oracle TDE (Oracle Database 19c - 21c) for external key management</li> </ul>				
<ul style="list-style-type: none"> <li>support Transport Layer Security (TLS) version 1.3 for communications to the key manager</li> </ul>				
<ul style="list-style-type: none"> <li>support symmetric and asymmetric key caching with a user-configurable expiry period</li> </ul>				
<ul style="list-style-type: none"> <li>support persistent key caching for Oracle TDE, which allows for TDE to function even if the key manager or the network is unavailable</li> </ul>				
<ul style="list-style-type: none"> <li>support asymmetric key versioning for MS-SQL</li> </ul>				
<ul style="list-style-type: none"> <li>support LDAP users for both MS-SQL and Oracle TDE</li> </ul>				
<b>ENDPOINT FILE SECURITY SOLUTION</b>				
<ul style="list-style-type: none"> <li>able to support different Windows File Formats such as but not limited to Microsoft Office 2019 - 2021, Apache OpenOffice 4.0 - 4.1, 3. LibreOffice 4.0 - 5.2, JustSystem 3 - 4, Adobe Acrobat Pro DC 2017 - 2024, Adobe Illustrator CS6 - 2019, Adobe Photoshop CS6 - 2019, Autodesk AutoCAD 2018 - 2022, and Fuji Xerox DocuWorks Viewer 9.0</li> </ul>				
<ul style="list-style-type: none"> <li>able to support generic Text, Audio, Video and Picture format such as but not limited to txt, rtf, asf, wma, wmv, avi, mpg, mpeg, mp3, mov, m4v, mp4, mkv, wav, bmp, jpg, jpeg, gif, tif, tiff, png formats</li> </ul>				
<ul style="list-style-type: none"> <li>able to allow viewing of protected files without the need to install any software</li> </ul>				



Place Authorized End User Signature(s) here: (1) \_\_\_\_\_ (2) \_\_\_\_\_

BSP'S SECTION	BIDDER'S SECTION		BSP'S SECTION	
BSP SPECIFICATIONS (1)	Bidder's Specifications (2)	Bidder's Proof of Offer (3)	RATING (Complying or Not complying) (4)	REMARKS (5)
<ul style="list-style-type: none"> <li>able to allow users to protect files based on pre-defined policy or custom policy</li> </ul>				
<ul style="list-style-type: none"> <li>able to control access to protected file for both internal and external users</li> </ul>				
<ul style="list-style-type: none"> <li>capability for external users to authenticate without the need for the solution to store password</li> </ul>				
<ul style="list-style-type: none"> <li>able to control access to protected file based on date and time range restriction, viewable period and number of times file can be open</li> </ul>				
<ul style="list-style-type: none"> <li>able to save, copy, print, and run macro functions on the supported files</li> </ul>				
<ul style="list-style-type: none"> <li>able to prevent screen capture by keyboard strokes and third party software</li> </ul>				
<ul style="list-style-type: none"> <li>able to generate screen watermark containing user information when opening a protected file</li> </ul>				
<ul style="list-style-type: none"> <li>able to enforce watermark containing user information to be printed when a protected file is printed</li> </ul>				
<ul style="list-style-type: none"> <li>able to protect folder and zip file</li> </ul>				
<ul style="list-style-type: none"> <li>able to maintain workability of cross referencing between protected files</li> </ul>				
<ul style="list-style-type: none"> <li>able to have multiple protection policies with different rights assigned for different group of users on a protected file</li> </ul>				
<ul style="list-style-type: none"> <li>able to remote delete protected file when it is accessed by unauthorized user</li> </ul>				
<ul style="list-style-type: none"> <li>able to trigger remote delete of protected file</li> </ul>				
<ul style="list-style-type: none"> <li>able to remotely change file protection policy after initial protection</li> </ul>				



Place Authorized End User Signature(s) here: (1) \_\_\_\_\_ (2) \_\_\_\_\_

BSP'S SECTION	BIDDER'S SECTION		BSP'S SECTION	
BSP SPECIFICATIONS (1)	Bidder's Specifications (2)	Bidder's Proof of Offer (3)	RATING (Complying or Not complying) (4)	REMARKS (5)
<ul style="list-style-type: none"> <li>able to allow unauthorized user to a protected file to request for rights to access the file</li> </ul>				
<ul style="list-style-type: none"> <li>able to automatically protect files on local computer folders and network shared folders based on a pre-defined policy</li> </ul>				
<ul style="list-style-type: none"> <li>ability for automatic encryption when files are created and saved on personal PC terminals or when files are downloaded from the system</li> </ul>				
<ul style="list-style-type: none"> <li>able to send notifications via email and/or windows dialog on un-authorized access to protected files</li> </ul>				
<ul style="list-style-type: none"> <li>able to allow administrator and normal user to view access log and policy change log of protected files</li> </ul>				
<ul style="list-style-type: none"> <li>able to be integrated with external system including via API</li> </ul>				
<ul style="list-style-type: none"> <li>able to prevent protected files to be accessed in remote desktop environment or virtual environment</li> </ul>				
<ul style="list-style-type: none"> <li>able to prevent showing of protected file content in web conferencing environment</li> </ul>				
<ul style="list-style-type: none"> <li>able to support different operating systems (OS) such as but not limited to Windows 10 and 11, mobile IOS, and Android</li> </ul>				
<ul style="list-style-type: none"> <li>able to control how many devices can each user provisioned</li> </ul>				
<ul style="list-style-type: none"> <li>ability provide access on protected file when the device is offline</li> </ul>				
<ul style="list-style-type: none"> <li>able to create administrator with different level of access</li> </ul>				
<ul style="list-style-type: none"> <li>able to group users for management or access rights granting purposes</li> </ul>				



Place Authorized End User Signature(s) here: (1) \_\_\_\_\_ (2) \_\_\_\_\_

<b>BSP'S SECTION</b>	<b>BIDDER'S SECTION</b>		<b>BSP'S SECTION</b>	
<b>BSP SPECIFICATIONS</b>	<b>Bidder's Specifications</b>	<b>Bidder's Proof of Offer</b>	<b>RATING</b> (Complying or Not complying)	<b>REMARKS</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
<ul style="list-style-type: none"> <li>able to integrate with Microsoft Active Directory for OU, users and groups information</li> </ul>				
<ul style="list-style-type: none"> <li>able to integrate with different authentication services such as but not limited to Microsoft Active Directory, Azure Entra-ID, and SAML</li> </ul>				

**Bidder's Authorized Representative**  
 Signature over Printed Name



Place Authorized End User Signature(s) here: (1) \_\_\_\_\_ (2) \_\_\_\_\_



**II. RESULTS**

OVERALL RATING	COMPLYING/NOT COMPLYING
----------------	-------------------------

Evaluated by:

\_\_\_\_\_ (Date)  
 Name  
 Designation  
 BSP Department/Office

Concurred by:

\_\_\_\_\_ (Date)  
 Name  
 Head of Department<sup>1</sup>  
 BSP Department/Office

**NOTE: The above evaluation of the end-user department is intended to aid the Bids and Awards Committee, which has the authority to undertake post-qualification proceedings of bids, pursuant to Section 12 of Rep. Act No. 9184.**

<sup>1</sup> Pursuant to the Memorandum to All Heads dated 13 November 2013, which states that the Evaluation Reports on the documents, proposals and/or offers of bidders to be submitted by the end-user departments/offices to the BAC should be endorsed by at least the Head of the end-user department/office.



Place Authorized End User Signature(s) here: (1)\_\_\_\_\_ (2)\_\_\_\_\_

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS**

I/We \_\_\_\_\_, do hereby state that:

1. I/We am/are the authorized and designated representative/s of \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_ with office address at \_\_\_\_\_; and
2. I/we am/are making this Statement of All Ongoing Government and Private Contract/s as of \_\_\_\_\_ in compliance with Sections 23.1 and 24.1 of the revised IRR of R.A. 9184 and in accordance with the requirements of the Bangko Sentral ng Pilipinas – Bids and Awards Committee:

**ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

Project Name and Description	a. Client Name b. Contact Person; c. Address; d. Contact Nos. <i>(landline/mobile number/s and email address/es)</i>	Contract References <i>(e.g., Notice of Award/ Purchase Order/ Job Order/ Contract Agreement)</i>	Date	Contract Amount	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
					Planned	Actual	
<b>GOVERNMENT</b>							
<b>i. ONGOING CONTRACT/S WITH BSP</b>							
<b>ii. ONGOING CONTRACT/S WITH OTHER GOVERNMENT AGENCY/IES</b>							
<b>PRIVATE</b>							
					<b>Total Cost</b>		

(Note: Please use additional sheets, if necessary)

**Statement of Single Largest Completed Contract Similar to the Requirement**

Title of Contract/s:

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---

Parties to the Contract/s:

- a. \_\_\_\_\_
- b. \_\_\_\_\_

Amount of the Contract/s: \_\_\_\_\_

Description of Similar Contract/s: (description should show similarity with the requirement)

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Supporting Document/s attached showing the above information. Please put a check (v) mark on the document/s submitted:

- |  |  |
|--|--|
| <input type="checkbox"/> Contract        | <input type="checkbox"/> Notice to Proceed |
| <input type="checkbox"/> Job Order       | <input type="checkbox"/> Sales Invoice     |
| <input type="checkbox"/> Purchase Order  | <input type="checkbox"/> Official Receipt  |
| <input type="checkbox"/> Notice of Award |  |
| <input type="checkbox"/> Others: _____   |  |

Date of Completion: \_\_\_\_\_

Supporting Document/s attached showing the completion of the SLCC. Please put a check (v) mark on the document/s submitted:

- |  |  |
|--|--|
| <input type="checkbox"/> Official Receipt                        | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Certificate of Acceptance               | <input type="checkbox"/> Sales Invoice             |
| <input type="checkbox"/> Certificate of Satisfactory Performance | <input type="checkbox"/> Delivery Receipt          |
| <input type="checkbox"/> Others: _____                           |  |

For purpose of validating the similar contract/s, the bidder shall provide the following:

- a. Name of Contact Person: \_\_\_\_\_
  
- b. Active/Working Telephone (landline/mobile number/s) and Fax number/s:  
\_\_\_\_\_
  
- c. Active/Working E-mail address/es: \_\_\_\_\_

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** Project Identification No.: **BAC-HO GS No. 2024-0999**

To: **BANGKO SENTRAL NG PILIPINAS**  
**A. Mabini St. cor. P. Ocampo St.,**  
**Malate Manila, Philippines 1004**

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 procurement 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 the 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 No. 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; and
  - c. I am/we are declared the bidder with the Lowest Calculated 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 OR ITS AUTHORIZED  
REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

REPUBLIC OF THE PHILIPPINES  
CITY OF \_\_\_\_\_

S.S }  
}

BEFORE ME, a Notary Public, for and in the City of \_\_\_\_\_, Philippines, this  
\_\_\_\_ day of \_\_\_\_\_ personally appeared:

NAME	GOVERNMENT-ISSUED I.D. NO.	DATE/PLACE OF ISSUE

who is identified by me to be the same person who executed the foregoing instrument.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_.

# Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

## AFFIDAVIT

I, [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 Bidder] with office address at [address of Bidder];

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

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], 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 **ONE (1) LOT – MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT** of the **BANGKO SENTRAL NG PILIPINAS**, as shown in the attached duly notarized Special Power of Attorney;

*[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 **ONE (1) LOT – MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT** of the **BANGKO SENTRAL NG PILIPINAS**, as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);];

3. [Name of Bidder] 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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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 Bidder] 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 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;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the **ONE (1) LOT – MULTI-YEAR SOFTWARE SUBSCRIPTION AND TECHNICAL SUPPORT SERVICES FOR DATA SECURITY SOLUTION, AS PER BSP TERMS OF REFERENCE AND SERVICE LEVEL AGREEMENT.**

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.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

REPUBLIC OF THE PHILIPPINES  
CITY OF \_\_\_\_\_

}  
S.S }  
}

BEFORE ME, a Notary Public, for and in the City of \_\_\_\_\_, Philippines, this  
\_\_\_\_ day of \_\_\_\_\_ personally appeared:

NAME	GOVERNMENT-ISSUED I.D. NO.	DATE/PLACE OF ISSUE

who is identified by me to be the same person who executed the foregoing instrument.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_.



**CERTIFICATE\***

[\*To be issued by the Corporate Secretary (for Corporation/Cooperative/Joint Venture) or by the Managing Partner or President (for Partnership), attesting the appointment of the bidder’s representative.]

**AUTHORITY OF SIGNATORY**

I, [Name of Corporate/Partnership/Cooperative/Joint Venture (JV) Secretary or Authorized Representative], a duly elected and qualified Secretary of [Name of Corporation/Partnership/Cooperative/JV], a Corporation/Partnership/Cooperative/JV, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, DO HEREBY CERTIFY, that:

1. In a regular/special meeting of the Board of Directors of the said Corporation/Partnership/Cooperative held on [Date of Board Meeting], the following Resolution was approved:

RESOLUTION NO. \_\_\_\_\_

“RESOLVED, that any or all of the following:

	Name of Duly Authorized Representative/s	Position	With Conformity:	
			Signature	Initials <sup>1</sup> (If any)
1)				
2)				
3)				
4)				

is/are hereby duly authorized and designated in the name of the Corporation/Partnership/Cooperative/JV, to participate in the public bidding of the Bangko Sentral ng Pilipinas (BSP); to submit a bid, make, sign, execute, deliver and receive contracts, agreements, and any and all documents and other writings of whatever nature or kind, transact with BSP, and execute and perform any and all acts necessary for the purposes indicated herein.”

2. I hereby certify to the correctness of the foregoing resolution and that the same is existing and has not been suspended, amended, modified or revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Affiant

**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 [any government-issued ID, please specify], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
<sup>1</sup> Short version of signature.

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 \_\_\_\_\_.

**SPECIAL POWER OF ATTORNEY  
(For Sole Proprietorship)**

I \_\_\_\_\_, [*Chief Executive Officer/ President/ General Manager*] of [*Name of Company*], a sole proprietorship established and duly registered under the laws of the [*Country*], with its registered office at [*Office Address*], do hereby make, constitute and appoint any or all of the following [*Name of duly authorized representative/s, positions*]:

	Name of Duly Authorized Representative/s	Position	With Conformity:	
			Signature	Initials <sup>1</sup> (If any)
1)				
2)				
3)				

to be the true and lawful attorney/s, for it and its name, place and stead, to submit a bid, make, sign, execute, deliver and receive contracts, agreements, and any and all documents and other writings of whatever nature or kind, transact with BSP, and execute and perform any and all acts necessary, and/or represent [*Name of Sole Proprietorship*], in the public bidding of the Bangko Sentral ng Pilipinas (BSP); as fully and effectively as the sole proprietorship might do if personally present with full power of substitution and revocation and hereby confirming all that said representative/s shall lawfully do or cause to be done by virtue hereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in \_\_\_\_\_.

\_\_\_\_\_  
Affiant

**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 [*any government-issued ID, please specify*], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

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 \_\_\_\_\_.

<sup>1</sup> Short version of signature.

## BANK HEADER

COMMITTED LINE OF CREDIT CERTIFICATION<sup>1</sup>  
Reference No. \_\_\_\_\_

Date:

TO BANGKO SENTRAL NG PILIPINAS  
A Mabini St. cor. P. Ocampo St. Malate,  
Manila Philippines 1004

NAME OF PROJECT : \_\_\_\_\_  
Project Identification No : (Refer to Bidding Documents)

COMPANY/FIRM/CONTRACTOR/SUPPLIER : \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF BANK/FINANCIAL INSTITUTION : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

AMOUNT : (which must be at least equal to ten percent (10%) of the total ABC)

This is to certify that (NAME OF BANK) with business address indicated above, commits to provide (NAME OF COMPANY/FIRM/CONTRACTOR/SUPPLIER) if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract, subject to our terms, conditions and requirements.

The credit line is effective starting (DATE OF BID OPENING OR WITHIN TEN (10) CALENDAR DAYS AFTER RECEIPT OF AWARD BY [COMPANY/FIRM/CONTRACTOR/SUPPLIER] of the Notice of Award.

This Certification is being issued in favor of said Contractor in connection with the bidding requirement of the BANGKO SENTRAL NG PILIPINAS for the above-mentioned Contract.

SIGNED BY BANK AUTHORIZED REPRESENTATIVE/S

CONCURRED AND SIGNED BY AUTHORIZED REPRESENTATIVE OF  
COMPANY/FIRM/CONTRACTOR/SUPPLIER

-----  
JURAT  
(If Applicable)

---

<sup>1</sup> If the CLC is issued by a foreign UB or KB, it shall be confirmed or authenticated by a local UB or KB.

## JOINT VENTURE UNDERTAKING

This JOINT VENTURE UNDERTAKING, executed by:

(Name of party), a corporation duly organized and existing under and by virtue of the laws of the Philippines, which located at (registered address), represented herein by (Name of Authorized Representative and Designation), hereinafter referred to as (name of party)

- and -

(Name of party), a corporation duly organized and existing under and by virtue of the laws of the Philippines, which located at (registered address), represented herein by (Name of Authorized Representative and Designation), hereinafter referred to as (name of party).

For submission to the Bids and Awards Committee of the Bangko Sentral ng Pilipinas for (name of project), pursuant to Section 23.1(b) of the Revised Implementing Rules and Regulations of Republic Act No. 9184.

WITNESSETH THAT:

WHEREAS, the PARTIES desire to participate as a joint venture in the public bidding that will be conducted by the Bangko Sentral ng Pilipinas pursuant to Republic Act 9184 and its Implementing Rules and Regulations, with the following particulars:

Name/Title of Project	
Approved Budget for the Contract	

WHEREAS, in consideration of the foregoing, the PARTIES undertake to enter into a JOINT VENTURE and will abide by the provisions of a Joint Venture Agreement in the event that the bid is successful. PARTIES shall submit the said Joint Venture within ten (10) calendar days upon receipt of Notice of Award, The PARTIES understand that failure to enter into a joint venture in the event of a contract award shall be a ground for bid disqualification and the forfeiture of the bid security. The Joint Venture Agreement shall form an integral part of our Technical Documents for the above-cite project;

WHEREAS, subject to the award of the Contract to the Joint Venture, the PARTIES agree that the participation/shareholdings and/or ownership of the PARTIES in the Joint Venture are as follows:

Name of Parties	Percentage of Participation/ Ownership to the Joint Venture
1.	
2.	

WHEREAS, the PARTIES agree that (name of lead partner) will be the lead partner and that (name of authorized representative), will be the official authorized representative of the Joint Venture. Further, (name of lead partner) is authorized to issue billings to the Bangko Sentral ng Pilipinas and receive corresponding payment;

WHEREAS, the PARTIES authorize BSP to credit all payments due to the Joint Venture to its nominated account number as provided to Bangko Sentral ng Pilipinas;

WHEREAS, the PARTIES agree to be bound jointly and severally under the said Joint Venture Agreement.

IN WITNESS WHEREOF, the PARTIES have signed this Joint Venture Undertaking on the (day), (month) of Y \_\_\_\_.

FOR:

Name of Party  
 Name of Authorized Representative  
 Designation  
 Date

Name of Party  
 Name of Authorized Representative  
 Designation  
 Date

SUBSCRIBED AND SWORN TO before me this day of [month] [year] at [place of execution]. 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 [any government-issued ID, please specify], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

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 \_\_\_\_\_

# ANNEX "A"

## PROCEDURES IN THE PAYMENT OF BIDDING DOCUMENTS

### BIDDING DOCUMENTS FEE

A complete set of Bidding Documents may be acquired by Interested Bidders<sup>1</sup> by sending an e-mail request to the [BACSecretariat-HO@bsp.gov.ph](mailto:BACSecretariat-HO@bsp.gov.ph) or may also be downloaded from the websites of the Philippine Government Electronic Procurement System ([www.philgeps.gov.ph](http://www.philgeps.gov.ph)) and the Bangko Sentral ng Pilipinas ([www.bsp.gov.ph](http://www.bsp.gov.ph)).

### PAYMENT OPTIONS/INSTRUCTIONS

**Note:** PAYMENT SHALL BE MADE NOT LATER THAN THE DATE AND TIME OF BID SUBMISSION AND OPENING. Prospective bidders are highly encouraged to pay the bid documents fee at least one (1) day before the deadline for submission and opening of bids.

#### STEP 1:

Request for "Order of Payment" (OP) from the BAC Secretariat at [BACSecretariat-HO@bsp.gov.ph](mailto:BACSecretariat-HO@bsp.gov.ph) and indicate the following:

- > Company Name (Bidder)
- > Valid Email Address
- > Valid Phone Number
- > Tax Identification Number (TIN)
- > Project Name (that the bidder will participate in). If bidding for several **lot items**, please indicate the specific lots that the bidder will participate in.
- > The acceptable modes of payment channels are enumerated under Step 3.

#### STEP 2:

An email notification and copy of the OP will be received through the provided email address or you may contact the BAC-Secretariat at (632)(5)306-2798/2800/3075) or send an email to the [BACSecretariat-HO@bsp.gov.ph](mailto:BACSecretariat-HO@bsp.gov.ph) for the OP details. Verify all the

---

<sup>1</sup> For new bidders, please submit clear photocopies of the following documents:

- i. Business Registration with SEC/DTI/Other Government Agency, whichever is applicable; and
- ii. BIR Certificate of Registration (BIR Form No. 2303), if applicable.



details in the received OP copy/email notification and take note of the **PAYMENT DUE DATE**.

**SAMPLE ORDER OF PAYMENT:**

Order of Payment Details

<b>Name</b>	Bidder's Company Name
<b>Amount Due in PHP</b>	Php xxx.xx
<b>Particulars</b>	Payment for bidding documents

Your Order of Payment Reference Number is:

**2008271600DE8DB702032164**

**Please pay not later than 27 August 2020, Thursday, 04:00 PM**

**STEP 3: PAYMENT SHALL ONLY BE MADE THROUGH THE FOLLOWING PAYMENT CHANNELS:**

1. Via Accredited Collecting Agent – Union Bank of the Philippines (Union Bank) or China Banking Corporation (China Bank)

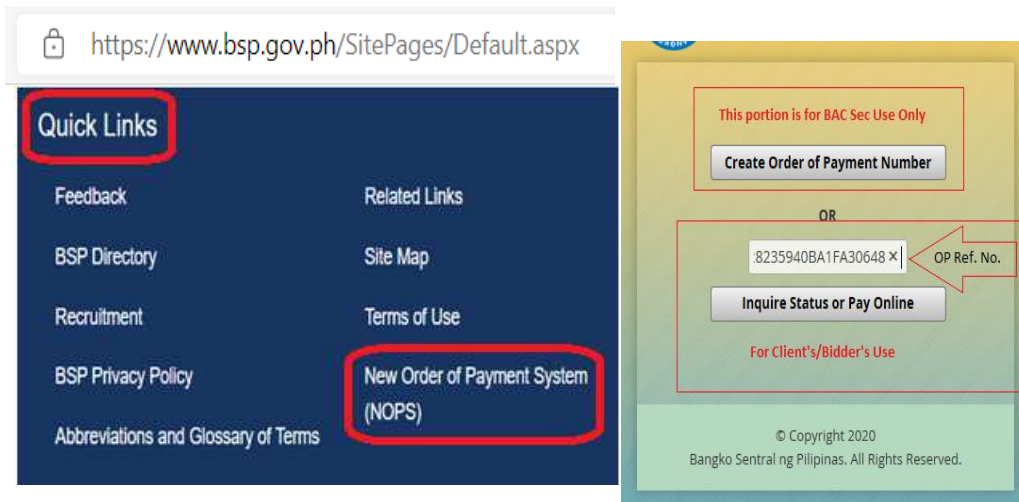
Online Banking Bills Payment (payor must be an account holder)

- **Payment for/Biller:** Bangko Sentral ng Pilipinas
- **Client Name:** Indicate Company Name (Bidder)
- **Amount:** As indicated in the Order of Payment
- **OP Reference Number:** As indicated in the OP document (see sample OP)
- **Remarks:** Indicate a short version of the **Project Name** the bidder is participating in (e.g., “Office Furniture”)

2. Via Debit/Credit (Visa/Master) Card Payment

Clients with no Union Bank/China Bank account can pay online through the Visa/MasterCard Payment Gateway

- Access the BSP Website at [www.bsp.gov.ph](http://www.bsp.gov.ph)
- Click NOPS Portal under Quick Links
- Input the OP reference number in the field provided and click Inquire Status or Pay Online



After payment is confirmed, the Receipt is displayed. Print the receipt for presentation to the BAC Secretariat - Procurement Management Sub-sector or via email to **BACSecretariat-HO@bsp.gov.ph**.

**Note:** For all the payment channels, the bidder will receive an email notification with the attached Official Receipt.

### 3. Via ECPay collection facility

#### GCash

- Go to “Pay Bills” and click “Government”.
- Select “BSP”
- **Order of Payment Number and amount:** As indicated in the Order of Payment document

**Note:** Payment via ECPay collection facility will be charged with a fixed fee of Php25.00 per transaction, to be shouldered by the BSP clients.

#### STEP 4:

Submit a copy of proof of payment (i.e., Bills Payment Slip, screenshot of proof of online/mobile payment, or copy of the Official Receipt) to the BAC Secretariat at

least one (1) day before the scheduled opening of bids, or together with the submission of bidding documents.

**OTHER REMINDER IN CASE OF FAILED TRANSACTION:**

In the event that payment made thru any of the partner merchants has not been successful due to system downtime or technical glitches which is beyond the control of the prospective bidders, the prospective bidders are advised to keep a copy/screenshot showing proof of the failed transaction. Acceptance of the same shall be subject to further validation and deliberation by the BAC, provided however that payment of bid documents fee shall still be made before the bidder's submitted bid envelopes are opened.

# ANNEX “B”

## GUIDELINES IN THE CONDUCT OF PRE-BID CONFERENCE

1. Pre-bid Conferences, whenever scheduled, shall refer to the conduct of face-to-face pre-bid conference, online teleconferencing or videoconferencing. The date, time and online platform shall be stated in the procurement opportunity (i.e., Invitation to Bid, Request for Expression of Interest, etcetera) or in duly issued Bid Bulletins.
2. Prior to the scheduled Pre-bid Conference, prospective bidders shall signify their intention to participate in the said activity by submitting/registering their contact information and e-mails where the online invitation to participate shall be sent. Prospective bidders who fail to participate in the Pre-bid Conference shall not be disqualified from submitting bids.
3. Participating bidders are highly encouraged to download the bidding documents from the BSP or PhilGEPS websites prior to the schedule of Pre-Bid Conference.
4. For expedient conduct of the conference/meeting, the bidders shall be expected to have read and sufficiently understood the issued bidding documents and requirements prior to the scheduled conference/meeting. Bidders may send their questions or requests for clarification in advance at least one (1) day prior to the scheduled conference/meeting to the **BACSecretariat-HO@bsp.gov.ph**. Participating bidders may also use the online messaging facility during the meeting, which shall form part of the Minutes. The discussions will focus on the documentary requirements that need emphasis, as deemed necessary, and on the queries/clarifications received from the prospective bidders.
5. Those who were not able to participate in the pre-bid conference may still submit its manual bids.
6. The minutes of the pre-bid conference shall be made available to the prospective bidders not later than five (5) calendar days after the pre-bid conference, upon written request.

## INSTRUCTIONS ON CONNECTION TO MICROSOFT TEAMS

1. The conduct of Pre-bid Conference/Pre-Eligibility/Preliminary Meeting shall be through online teleconferencing or videoconferencing using the **Microsoft Teams platform**. Please be guided by the following:

**Instructions to  
Participating Suppliers/Bidders**

Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to **BACSecretariat-HO@bsp.gov.ph**, **at least one (1) day before the conduct of activity** for the sending of meeting invitation.

Only **one (1)** authorized representative from the participating bidder shall have access privilege in the videoconference proceedings to easily monitor and facilitate the conduct of the activity.

The same email address submitted by the participating bidder shall be used by the BSP in sending the **Microsoft Teams** meeting invitation for the Conference/ Meeting proper.

**Note:**

**In case the participating bidder/supplier was not able to submit its email to the BAC-Secretariat in advance, it may still join the videoconferencing by submitting an email to the BAC-Secretariat at least thirty (30) minutes before the time of the Pre-Bid Conference. The participating bidder shall be responsible in ensuring that it has the required Microsoft Teams/capable facility/device to successfully connect to the Microsoft Teams Meeting Room.**

2. Representatives of the bidders shall be prepared to log-in and are advised to be on standby **at least twenty (20) minutes** before the start of the Conference/Meeting to check if connection to Microsoft Teams is successful. Failure to join on the set date and time shall be marked as late and shall constitute as waiver to be present for the activities that have lapsed until he/she joined the meeting.
3. Additional Reminders:
  - In order to properly acknowledge the bidders participating in the Conference/Meeting for records purposes, bidders are advised at the start of the activity to turn on the Video of the laptops or mobile devices being used. After the BAC/BAC-Secretariat has completed the roll call, participants to the videoconferencing will be requested to turn off the Video to avoid possible lags in connection.
  - In joining the videoconferencing, prospective bidders are requested to indicate their respective full/complete name and the company being represented.
  - For orderly conduct of the conference, answering of queries/requests for clarification will be done per bidder/supplier. In case there will be follow-up queries, the same can be done after all the bidders/suppliers have been called.

## **CONNECTION TO MICROSOFT TEAMS FACILITY**

### **USING DESKTOP PC/LAPTOP**

1. To join the Microsoft Teams session, click the link provided in the meeting invite. It will open a web browser and redirect you to Microsoft Teams.
2. On the login page, enter your name and e-mail address then click "Join"
3. Click "Join from your browser" at the bottom page to redirect to online meeting room.
4. Click the drop-down button at the bottom of the screen and choose "Use computer for audio".
5. Click "Join Meeting" to join the Microsoft Teams meeting. If prompted with password, enter the password provided in the e-mail.

### **USING SMART PHONE**

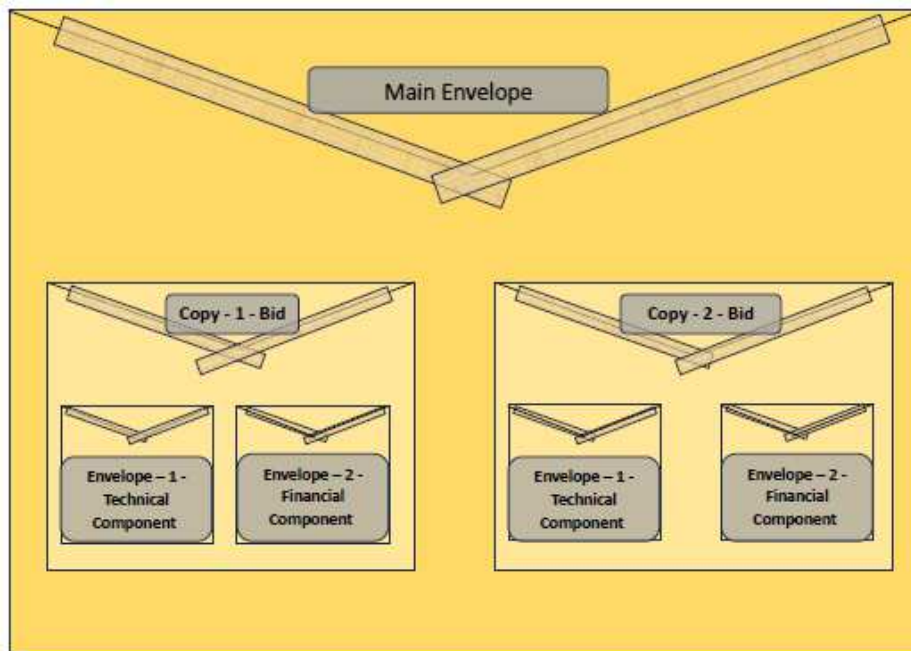
1. To join the Microsoft Teams session, open Google Play Store (Android) or App Store (iPhone).
2. Search and Install "Microsoft Teams".
3. Once downloaded, tap "Open" to launch Microsoft Teams application then tap "Join Meeting".
4. On the login page, enter the Meeting ID, your name and e-mail address. Meeting ID will be provided by the host via e-mail or message.
5. Click "Join" to join the Microsoft Teams meeting. If prompted with password, enter the password provided by the host.

# ANNEX “C”

## GUIDELINES IN THE SUBMISSION OF BIDS AND CONDUCT OF ONLINE BID OPENING INCLUDING ONLINE TIE-BREAKING PROCEDURES

### I. SUBMISSION OF BID DOCUMENTS

1. The address for submission of hard copy of bids is at **Gate 3, Bangko Sentral ng Pilipinas, A. Mabini, corner P. Ocampo Sr. Sts., Malate, Manila**. Bid boxes are strategically situated at the reception area of Gate 3 of the BSP-HQ for dropping/submission of bid documents.
2. The schedule of the submission of bidding documents/eligibility documents/Best Offer shall be on the date and time as indicated in the Invitation to Bid/Request for Expression of Interest/Invitation for Negotiation or Bid Bulletins issued. Bidders are advised to submit their documents at least one (1) day before the scheduled deadline of submission.
3. For proper guidance and easy reference, below is an illustrative example of proper sealing and marking of bids:



Bidders shall indicate the following in all envelopes:

1. Name of the contract to be bid in CAPITAL letters;
2. Name and address of the Bidder in CAPITAL letters;
3. Addressed to the BSP Bids and Awards Committee - Head Office; and
4. If bidding for several lots, bidders shall indicate on the bid envelope/s the specific lot/s that they will participate in.


Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents

shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening (Sec 25.9 of the 2016 Revised Implementing Rules and Regulations [2016 Revised IRR] of Republic Act No. 9184).

- The representative of the bidder or courier service provider shall properly and completely fill-out the **Bid Submission Form** and shall stamp the form using the date and time stamp machine available near the bid boxes to record the official submission of documents by the bidder.

**The Bid Submission form shall be attached to the Main Bid Envelope prior to dropping of the bids in the designated bid box at Gate 3 reception lobby.**

For proper guidance and easy reference, below is an illustrative example of properly and completely filled-up Bid Submission Form:

Bidder's section that must be completely accomplished	 <b>BANGKO SENTRAL NG PILIPINAS</b> <b>Bids and Awards Committee -Head Office</b> <b>Opening of Bids</b> <b>Bid Submission Form</b>	Official Time Stamp using the Date and Time Stamp Machine
Project Name: <b>One lot (1) Supply and Delivery of Various Requirements as per BSP Terms of Reference</b>		
<b>For BAC Secretariat's Use:</b> <input type="checkbox"/> Properly Sealed & Marked <input type="checkbox"/> Not Properly Sealed (Remarks: _____) <input type="checkbox"/> Not Properly Marked <input type="checkbox"/> Unsealed/Unmarked <input type="checkbox"/> Late Submission (bid documents no longer accepted)	<b>For Bidders/Suppliers' Use:</b> Date and Time Received: <b>PM 1:45 BAC 5 JUL '24</b> <input type="checkbox"/> Delivered by Courier <input checked="" type="checkbox"/> Delivered by Bidder's Representative Company Name: <b>ABC Philippines, Inc.</b> Name of Bidder's Representative: <b>Mr. Juan dela Cruz</b> Signature (Bidder/Courier): <b>Must be signed by the Bidder's Representative/Courier</b> Contact No. <b>09171234567</b>	
Signature (BAC-Sec): _____ PrO Processor: _____		
=====		
<b>Filing of Request for Reconsideration (RR)</b>		
<input type="checkbox"/> Bidder will file RR Bid Documents for Safekeeping of the BAC-Sec.: <input type="checkbox"/> Envelope No. 1 (Eligibility Documents) <input type="checkbox"/> Envelope No. 2 (Financial Documents)-Sealed <input type="checkbox"/> Bidder will not file RR <input type="checkbox"/> Returned bidding documents (original copy of Eligibility & Technical Requirements and original & copy no.1 of Financial Proposal)		
Signature: _____		
BAC-Sec.	Bidder or its Authorized Representative	
<b>Note: This shall form part of the records of the Minutes of Submission and Opening of Bids for subject requirement.</b>		



5. The procedures on the submission of bids under the 2016 Revised IRR shall continue to be observed.
6. Pursuant to Section 26 of the 2016 Revised IRR, a bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. When modifying the bids, the bidder shall not be allowed to retrieve its original bid, but shall only be allowed to send another bid equally sealed, properly identified, linked to its original bid and marked as a “modification,” thereof, and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the bidder unopened.

Moreover, in cases where the bidder had already dropped/submitted its bid documents prior to the issuance of a Bid Bulletin for the project, the bidder may submit a "modification" of bid/s, but shall not be allowed to retrieve its originally submitted bid documents

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*For inquiries on the submission and dropping of bids/eligibility documents/BAFO, the BAC-Secretariat and Policy Group may be reached at (632)(5)306-2798/2800/3075.*

## **ELECTRONIC SIGNATURE**

1. Whenever required in specified portions of the response or bid forms, particularly in the FINANCIAL PROPOSAL E-DOCUMENTS, the ***digital or electronic signature*** of the Bidder or the *Bidder's Authorized Representative* shall be affixed on the document.
2. The scanned 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. Provided, that original documents not using digital signatures shall be transmitted during contract execution. 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.
3. An electronically signed document submitted by the bidder shall be presumed to belong to that of the bidder if signed by its duly authorized representative and sent to the e-mail of the Bid Recipient.

## **II. OPENING OF BIDS**

### **A. ATTENDANCE AND PRELIMINARIES**

1. Bidders shall be prepared to login in the tele/videoconferencing facility of the BSP at least thirty (30) minutes before the scheduled deadline and opening of bids. Failure to join on the set date and time shall be marked as late and shall constitute a waiver to be present for the activities that have lapsed until he/she joined the meeting.
2. Only one (1) bidder's authorized representative shall have access privilege to participate in the tele/videoconference proceedings. However, depending on the

nature of item being procured, additional representatives may be allowed (e.g., when local and principal firms will be attending the pre-bid conference or in case of joint ventures).

3. Representatives of the bidders shall be prepared to log-in and are advised to be on standby at least thirty (30) minutes before the scheduled deadline and opening of bids to check if connection to Microsoft Teams/other videoconferencing platforms (as may be advised) is successful. Failure to join on the set date and time shall be marked as late and shall constitute a waiver to be present for the activities that have lapsed until he/she joined the meeting. The bidder cannot question activities that were conducted in his/her absence.
4. The BAC Secretariat and Policy Group shall proceed with the roll call to record the attendance and determine the presence of a quorum.
5. Thereafter, the BAC shall officially announce the start of the bid opening.

## B. INSTRUCTIONS IN CONNECTING TO MICROSOFT TEAMS<sup>1</sup> PLATFORM

1. The conduct of opening of bids/eligibility documents/BAFO shall be through videoconferencing using the **Microsoft Teams** platform/other videoconferencing platforms (as may be identified by the BAC). Please be guided by the following:

Instructions to Participating Suppliers/Bidders
<p>Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to <a href="mailto:BACSecretariat-HO@bsp.gov.ph">BACSecretariat-HO@bsp.gov.ph</a> <b>at least one (1) day before the scheduled meeting</b> necessary for the sending of meeting invitation.</p> <p>Only <b>one (1)</b> authorized representative from the participating bidder shall have access privilege in the videoconference proceedings to easily monitor and facilitate the conduct of the activity.</p> <p>The same email address submitted by the participating shall be used by the BSP in sending the online meeting invitation for the Opening of Bids proper.</p> <p><b>Note:</b> In case the participating bidder/supplier was not able to submit its email to the BAC-Secretariat and Policy Group in advance, it may still join the videoconferencing by submitting an email to the BAC-Secretariat at least thirty (30) minutes before the time of the Opening of Bids. The participating bidder shall be responsible in ensuring that it has the required Microsoft Teams application/capable facility/device to successfully connect to the online meeting room.</p>

## C. CONNECTION TO MICROSOFT TEAMS<sup>1</sup> PLATFORM

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<sup>1</sup> In case of unavailability of the MS Teams platform due to unforeseen technical issues/glitches, the concerned bidders shall be duly advised of the online/videoconferencing platform that will be used.

## **USING DESKTOP PC/LAPTOP**

- a. To join the Microsoft Teams session, click the link provided in the meeting invite. It will open a web browser and redirect you to Microsoft Teams.
- b. On the login page, enter your name and e-mail address then click “Join”
- c. Click “Join from your browser” at the bottom page to redirect to online meeting room.
- d. Click the drop-down button at the bottom of the screen and choose “Use computer for audio”.
- e. Click “Join Meeting” to join the Microsoft Teams meeting. If prompted with password, enter the password provided in the e-mail.

## **USING SMART PHONE**

- a. To join the Microsoft Teams session, open Google Play Store (Android) or App Store (iPhone).
- b. Search and Install “Microsoft Teams”.
- c. Once downloaded, tap “Open” to launch Microsoft Teams application then tap “Join Meeting”.
- d. On the login page, enter the Meeting ID, your name and e-mail address. Meeting ID will be provided by the host via e-mail or message.
- e. Click “Join” to join the Microsoft Teams meeting. If prompted with password, enter the password provided by the host.

### **D. OPENING OF ELIGIBILITY AND TECHNICAL DOCUMENTS (Envelope No. 1)**

1. The BAC Chairperson shall then motion to open Envelope No. 1 and conduct preliminary examination/check of eligibility and technical documents and recording of the submitted bid/s.
2. Bid opener/s shall signify to the BAC Chairperson his/her readiness to make a presentation of the opened eligibility and technical documents.
3. Details of each document received shall be read by the bid opener and flashed on screen. Bidders may raise questions on the documents.
4. The BAC Chairperson shall announce the names of the bidders whose bids have been rated as “PASSED”. Bidders whose eligibility and technical documents/proposals have been rated “PASSED” shall be on stand-by for the opening of the Financial Documents. Bidders whose eligibility documents were rated “FAILED” may remain logged-in in the meeting room as observers.

### **E. OPENING AND EVALUATION OF FINANCIAL DOCUMENTS (Envelope No. 2)**

1. The BAC Chairperson shall then motion to open Envelope No. 2 and conduct preliminary evaluation and recording of the submitted financial proposals.
2. The bid opener shall present the opened financial proposals.
3. The BAC may proceed with the conduct of detailed evaluation of bids on the same day as the bid opening date or set the conduct of bid evaluation to another date and time pursuant to Sections 32 and 33 of the 2016 Revised IRR.

4. If there are no issues reported, the BAC Chairperson shall adjourn the conduct of examination of bids and excuse the participating bidders. The Abstract of Bids as read, and the minutes of the bid opening shall be prepared and be made available to the participating bidders and the public upon written request.

### III. ONLINE TIE-BREAKING PROCEDURE

In line with Appendix 11 of the 2016 Revised IRR of RA No. 9184 and GPPB Circular No. 06-2005, the following procedures shall be observed in cases involving a tie, after post-qualification, among bidders determined and declared as the Lowest Calculated and Responsive Bid (LCRB) or Highest Rated and Responsive Bid (HRRB):

1. The BAC shall employ the following non-discretionary and non-discriminatory methods in breaking a tie, unless other better selection criteria would be agreed upon with the concerned bidders:
  - a. In case of two bidders: "Toss-Coin" or "Draw Lots", or other similar methods of chance
  - b. In case of three or more bidders: "Draw Lots" or other similar methods of chance
2. Upon determination of the bidders with LCRB and HRRB with tied bids, the BAC, thru its Secretariat, shall issue a notification/invitation to the concerned bidders informing of the schedule of the conduct of online tie-breaking thru Microsoft Teams<sup>2</sup>. The proceedings for the online conduct of tie-breaking will be recorded.

All concerned bidders shall be invited to witness the proceedings. Bidder's non-attendance despite the notification/invitation will not result in disqualification. However, it shall be understood that the concerned bidder agrees with the BAC's conduct of the tie-breaking proceedings.

3. For the drawing of lots, the BAC shall use the name of the bidder indicated in its Financial Proposal in the drawing of lots and shall be printed on paper and placed inside a clear box/container. The bidder chosen or drawn in the first instance shall be declared as the LCRB. There shall be no trial run of the drawing of lots.

The BAC Secretariat and Policy Group shall prepare the necessary materials needed for the tie-breaking proceedings.

4. For the toss-coin, the order by which bidders choose their side of the coin will be thru alphabetical order based on the bidders' company names.
5. Any BAC member or any personnel from the Procurement Management Sub-sector authorized by the BAC, who is physically present in the designated venue, will draw the lots or perform toss coin, as applicable.

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<sup>2</sup> In case of unavailability of the MS Teams platform due to unforeseen technical issues/glitches, the concerned bidders shall be duly advised of the online/videoconferencing platform that will be used.

6. Results of the drawn lots/tossed coin will be presented/shown to the bidders present online.
7. After completing the drawing of lots/tossing of coin, the BAC shall thereafter declare the bidder with the LCRB, 2<sup>nd</sup> LCRB, 3<sup>rd</sup> LCRB, and so on. Results thereof shall be indicated in the Abstract of Bids.
8. Bidders who were not able to join or witness the online conduct of tie-breaking of bids shall be duly informed by the BAC, thru its Secretariat. Said bidder/s may request for copy of the video recording, subject to the BAC's clearance/approval.

**ANNEX “D”**  
**CHECKLIST OF REQUIREMENTS FOR SURETY BOND**

<p>1. Denominated in Philippine Pesos and posted in favor of BSP as the obligee, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.</p> <p><i>(Source: 2016 Revised IRR of R.A. No. 9184)</i></p>	<input type="checkbox"/>
<p>2. Guarantee the faithful performance of obligations under the contract in accordance with the Bidding Documents.</p> <p><i>(Source: 2016 Revised IRR of R.A. No. 9184)</i></p>	<input type="checkbox"/>
<p>3. Callable upon demand and in an amount not less than thirty percent (30%) of the total contract price.</p> <p><i>(Source: 2016 Revised IRR of R.A. No. 9184)</i></p>	<input type="checkbox"/>
<p>4. Period of validity: Valid until issuance of Certificate of Final Acceptance by the end-user department.</p> <p><i>(Source: 2016 Revised IRR of R.A. No. 9184)</i></p>	<input type="checkbox"/>
<p>5. Supported by Certification from the Insurance Commission (IC) that the bond is project specific.<sup>1</sup></p> <p><i>(Sources: IC’s Legal Opinion No. 2018-01 dated 05 January 2018, GPPB NPM No. 017-2012, IC’s Circular Letter No. 2020-01 dated 24 January 2020)</i></p>	<input type="checkbox"/>
<p>6.1 The surety bond shall contain:</p> <p>a. Complete corporate or legal name of the insurance company must appear on the face page. The complete principal address, its email address and contact numbers must likewise be shown as indicated in the insurer’s approved bond form;</p> <p>b. Bond number;</p> <p>c. Service fee/premium of the bond;</p> <p>d. Name and signature of the principal;</p> <p>e. Name of the obligee;</p> <p>f. Project Name;</p> <p>g. Name, designation and signature of the authorized officer of the insurance company; and,</p> <p>h. Official seal/stamp and handwritten signature of notary public.</p>	<input type="checkbox"/> a.  <input type="checkbox"/> b. <input type="checkbox"/> c. <input type="checkbox"/> d. <input type="checkbox"/> e. <input type="checkbox"/> f. <input type="checkbox"/> g. <input type="checkbox"/> h.

<sup>1</sup> Certification should be attached to the surety bond.

<p><i>(Source: IC's Circular Letter No. 2020-01 dated 24 January 2020)</i></p>	
<p>6.2 The official seal/stamp of the notary public shall contain the following information as required by law:</p> <p>a. Full name of the Notary Public;</p> <p>b. Place of Commission;</p> <p>c. Roll of Attorney's Number;</p> <p>d. PTR No. and Validity Date;</p> <p>e. IBP Number;</p> <p>f. MCLE Compliance No. and Validity Date / MCLE Exemption No. (as applicable); and,</p> <p>g. Other information required by the laws, rules and regulations on public notarial practices.</p> <p><i>(Source: IC's Circular Letter No. 2020-01 dated 24 January 2020)</i></p>	<p><input type="checkbox"/> a.</p> <p><input type="checkbox"/> b.</p> <p><input type="checkbox"/> c.</p> <p><input type="checkbox"/> d.</p> <p><input type="checkbox"/> e.</p> <p><input type="checkbox"/> f.</p> <p><input type="checkbox"/> g.</p>
<p>7. Format of the Certification:</p> <p>Each approved certification processed and issued through the IC e-ACS shall contain:</p> <p>a. Name of the requesting insurance company;</p> <p>b. Name of the principal (as the insured);</p> <p>c. Name of the obligee;</p> <p>d. Project Name;</p> <p>e. Amount insured/ covered by the bond;</p> <p>f. Name of the requesting officer of the insurance company;</p> <p>g. Type of bond;</p> <p>h. Bond number;</p> <p>i. Name of the signatory of the certification and his/her title;</p> <p>j. Number of the official receipt of payment</p> <p>k. Statement that the bond is callable upon (on) demand</p> <p>l. Date of the certification; and,</p> <p>m. QR Code and a unique, system generated control number.</p> <p><i>(Source: IC's Circular Letter No. 2020-01 dated 24 January 2020)</i></p>	<p><input type="checkbox"/> a.</p> <p><input type="checkbox"/> b.</p> <p><input type="checkbox"/> c.</p> <p><input type="checkbox"/> d.</p> <p><input type="checkbox"/> e.</p> <p><input type="checkbox"/> f.</p> <p><input type="checkbox"/> g.</p> <p><input type="checkbox"/> h.</p> <p><input type="checkbox"/> i.</p> <p><input type="checkbox"/> j.</p> <p><input type="checkbox"/> k.</p> <p><input type="checkbox"/> l.</p> <p><input type="checkbox"/> m.</p>
<p>8. Signatories of the posted surety bonds are duly authorized.</p> <p>a. Authority of Principal Representative to sign the surety bond.</p> <p>b. Authority of Insurer Representative to sign the surety bond.</p> <p><i>(Sources: IC's Circular Letter No. 2020-01 dated 24 January 2020, IC Ruling No. 2021-03)</i></p>	<p><input type="checkbox"/> a.</p> <p><input type="checkbox"/> b.</p>
<p>9. Surety company is included in the IC's list of authorized to act as sureties in government transactions and with valid and existing Certificate of Authority as of IC's latest issuance dates.</p> <p><i>(Source: IC Circular No. 2014-24 dated 28 May 2014)</i></p>	<p><input type="checkbox"/></p>

10. Surety company is not included in GPPB's negative list of insurers.	<input type="checkbox"/>
11. Preference by BSP: Insurer is included in the evaluated Insurance Company as of Y2021. [See attached Annex "B"].	<input type="checkbox"/>
12. Surety company is not included in the list of surety companies that refused or failed to pay a claim of the BSP upon written demand or has a pending dispute with BSP [refer to Annex "B" for the suggested insurance companies].	<input type="checkbox"/>



## ANNEX "E"

**THE FOLLOWING INSURERS ARE INCLUDED IN THE BSP'S EVALUATED INSURERS BASED ON NET INCOME, NET WORTH, NET PREMIUMS WRITTEN, GROSS PREMIUMS WRITTEN, PREMIUMS EARNED, PAID-UP CAPITAL, ASSETS AND INVESTED ASSETS, TAKEN FROM THE ANNUAL STATEMENTS SUBMITTED TO THE INSURANCE COMMISSION<sup>6</sup>**

1	Malayan Insurance Company, Inc.
2	Pioneer Insurance & Surety Corp.
3	BPI/MS Insurance Corporation
4	Standard Insurance Company, Inc.
5	Commonwealth Insurance Company
6	Pacific Cross Insurance, Inc. (Blue Cross Insurance Inc.)
7	MAA General Assurance Phils. Inc.
8	COCOGEN Insurance, Inc
9	CARD Pioneer Microinsurance, Inc.

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<sup>6</sup> This is not tantamount to an endorsement of the above surety companies and is not a conclusion that other insurance companies not included in the above list are not authorized to issue surety bonds for government transactions.

## ANNEX "F"

### I. GUIDELINES AND PROCEDURES ON REFUND OF BID SECURITY IN THE FORM OF CASH OR CASHIER'S/MANAGER'S CHECK ISSUED BY A UNIVERSAL OR COMMERCIAL BANK

Bidders are highly encouraged to request for refund of their posted bid securities in the form of cash or cashier's/manager's check issued by a Universal or Commercial Bank (UB/KB) in view of their participation in the bidding activities of the Bangko Sentral ng Pilipinas (BSP). To expedite processing, the following shall serve as the bidders' guide in requesting claim for refund of bid security in the forms specified herein:

#### A. WHAT IS BID SECURITY

A Bid Security is a security to guarantee that the successful bidder shall, within ten (10) calendar days from receipt of notice of award, enter into contract with the BSP and furnish the performance security required in Section 39 of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (R.A) No. 9184, except when said IRR allows a longer period<sup>1</sup>.

#### B. WHO ARE ENTITLED TO CLAIM FOR REFUND OF BID SECURITY

##### 1. Bidders who successfully deposited or paid the bid security in the form of cash or cashier's/manager's check issued by a UB/KB, through any of the following:

- a) Any of BSP's accredited collecting bank agents, i.e., UnionBank of the Philippines (UBP) and Chinabank (CBC);
- b) ECPay Collection Facilities, i.e., GCash; RD Pawnshops, and 7-Eleven
- c) Via Debit/Credit (Visa/Master Card Payment) through the BSP New Order of Payment System (NOPS) Facility found on its website;
- d) Online Banking Bills Payment for UBP and CBC account holders; or
- e) Via the BSP Teller Counter (BSP Greater Manila Regional Operation [GMRO] or formerly BSP Cash Department).

In whichever case, the bidder must include the proof of payment or Official Receipt (O.R.) for the bid security under Envelope No. 1.<sup>2</sup>

##### 2. Bidders who submitted physical cash or cashier's/manager's check as part of their bid documents under Envelope No. 1

The bidder shall request from the Account Processor (BSP personnel in-charge of processing of the procurement at hand or through the BAC Secretariat and Policy Group), the original copy of the O.R. to be issued by the BSP, which request may be sent to the bacsecretariat-ho@bsp.gov.ph.

The periods for the release of bid security shall vary depending on the nature of the bidder's participation, as follows:

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<sup>1</sup> Section 27 of the 2016 RIRR of R.A. No. 9184

<sup>2</sup> The bidder will be issued an original O.R. for payment of bid security made through the BSP GMRO (BSP Teller Counter) except when the bid security is submitted as part of the bidder's bidding documents. In such cases, the bidder should request a certified copy of the O.R. from the BSP Account Processor (person in charge of processing the procurement at hand). Failure to enclose the required bid security in the form and amount prescribed shall automatically disqualify the bid concerned.

Bidder Type	Condition(s) for Refund
Contract Awardee	1. Contract is duly executed, i.e., the contract awardee has already signed the contract and furnished the required performance security.
Non-winning Bidder	
Ineligible/disqualified/post-disqualified Bidder <sup>3</sup>	1. The bidder has been declared and notified in writing as ineligible/disqualified/post-disqualified; and 2. The Bidder has waived in writing its right to file a request for reconsideration (RR) and/or protest; or 3. The period to file RR/protest has already lapsed.
Neutral (neither a winning nor a losing bidder; neither ineligible nor disqualified)	1. The procurement opportunity has been cancelled through no fault of the bidder/s; and 2. The bidder/s were notified in writing of the cancellation.
Withdrawing Bidder <sup>4</sup>	1. The bidder has paid the corresponding bid security but decided to (a) withdraw its bid before the deadline for submission and receipt of bids; or (b) no longer tender its bid. In both instances, the bidder should inform the BAC of the reason/s for its decision; and 2. The BAC acknowledged the bidder's decision to withdraw or no longer tender its bid.

A bidder qualified for refund based on the above discussions shall be referred to as the *"Refundee"*.

### C. WHEN TO CLAIM FOR REFUND OF BID SECURITY

The *Refundee* shall file a **Request for Refund of Bid Security (Annex F.1)** using the attached BSP-prescribed form with pertinent attachments indicated therein, ***within thirty (30) calendar days*** from the date of execution of contract for the winning bidder; date of receipt of the Notice of Bidding Result/Post-Disqualification/Ineligibility for the non-winning/post-disqualified/disqualified/ineligible bidder/s; date of receipt of Notice of Cancellation; or date of receipt of the BAC's acknowledgment of the bidder's decision to withdraw its bid or no longer tender its bid.

It is highly recommended that bidders immediately request a refund of their posted bid security as soon as the conditions under Item II.B of this document are met and supported, or once a notice is received from the BSP. This is important to avoid accumulation of the bidders' unclaimed bid securities. Refunding accounts that have been reversed to income may take longer processing time as it will require retrieval of pertinent records and revalidation against the BSP books.

While bidders may submit their requests for refund of bid security prior the specified period for refund, processing of payment/refund will only be initiated once the abovementioned conditions, as applicable, are satisfied.

<sup>3</sup> Section 27.4 of the 2016 RIRR of R.A. No. 9184 states that without prejudice to the provisions of the Act and this IRR on the forfeiture of bid securities, bid securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid (LCRB) or Highest Rated Responsive Bid (HRRB), as the case may be, has signed the contract and furnished the performance security, except to those declared by the BAC as failed or post-disqualified in accordance with this IRR, upon submission of a written waiver of their right to file a request for reconsideration and/or protest.

<sup>4</sup> A bidder who decided to withdraw its submitted bid before the deadline for the submission and receipt of bids or has decided to no longer tender its bid.

**D. PROCEDURES TO CLAIM FOR REFUND**

The *Refundee* shall submit the duly accomplished and signed **Request for Refund of Bid Security Form** to the (specify receiving unit and the address) together with the following:

1. Original copy of the O.R. issued by the BSP Teller for payments made through the BSP Teller Counter (GMRO, formerly BSP Cash Department) or a copy of system generated O.R. for payments made through BSP accredited collection agents, ECPay Facility, BSP NOPS Online Payment Facility, and Debit/Credit Card Payment Facility; or

If the original O.R. is lost (for payments made through the BSP Teller Counter), the bidder should submit a duly notarized Affidavit of Loss with a copy of the O.R. and proof of authority of the personnel executing the document.

2. Accomplished and signed Authorized Email Recipient Form (AERF);
3. Authority to Credit Bank Account with the supporting documents specified therein (for 1<sup>st</sup> time bidders whose bank accounts are not yet enrolled with the BSP's Cashless/Checkless Payment System and for suppliers who wish to change their enrolled bank account); and/or
4. For bidders who participated under a Joint Venture (JV), the claim for refund must be accompanied with a certified true copy of the Affidavit submitted during bidding which specifies the bidder/supplier who is authorized to request and/or receive payment(s) on behalf of the JV.
5. Bidders who are already enrolled in the BSP accounting system must inform the BSP if there are any changes in any of the following details of their firm:

	<b>From</b>	<b>To</b>
Name		
Address		
Tax Identification No.		
Category		
Contact No.		
Email Address		

Certified true copy of supporting documents such as Business Registration (SEC, DTI), Amended Articles of Incorporation, BIR Registration, and other documents that will substantiate the change/s in detail/s, especially in the case of merger, consolidation, or acquisition, must also be submitted.

**E. FAILURE OF REFUNDEE TO CLAIM FOR REFUND**

Failure of the *Refundee* to take action or claim for refund of its outstanding/unclaimed bid securities, despite having received notices from the BSP, including notification through publication in newspaper of general circulation, shall cause the BSP (procurement units) to recommend reversion of said accounts to income, subject to pertinent auditing and accounting rules and in accordance with Section 98 of Presidential Decree No. 1445 on the Reversion of Unliquidated Balance of Accounts Payable.

In case of claims/requests for refund for long outstanding bid securities filed after the lapse of the abovementioned periods, the *Refundee* will be required to submit justification/explanation for its non-action to BSP's notices, and the processing thereof

shall be subject to further evaluation by the Bids and Awards Committee with the assistance of the concerned procurement units.

## II. GUIDELINES AND PROCEDURES ON RELEASE OF BID SECURITY IN THE FORM DEMAND GUARANTEE/IRREVOCABLE LETTER OF CREDIT (ILOC) ISSUED BY A UNIVERSAL OR COMMERCIAL BANK (UB/KB) VIA THE SOCIETY FOR WORLDWILDE INTERBANK FINANCIAL TELECOMMUNICATIONS FACILITY (SWIFT)

The following guidelines and procedures shall apply to bid securities posted by foreign bidders in the form of demand guarantee/ILOC<sup>5</sup> transmitted to the BSP via SWIFT messages where no inflows of foreign currency are received by the BSP from the issuing bank.

### A. WHO ARE ENTITLED TO REQUEST RELEASE OF BID SECURITY IN THE FORM OF DEMAND GUARANTEE/ILOC

Foreign bidders may request release of bid security posted in the form of demand guarantee or ILOC and be released from liabilities under such guarantee, provided that their issuing bank has successfully sent the demand guarantee/ILOC to the BSP via SWIFT message, confirmed or authenticated by a Philippine UB/KB, and received by the BSP through its Financial Markets (FM)<sup>6</sup>.

The periods for the release of bid security and any associated liability shall vary depending on the nature of the bidder's participation, as follows:

Bidder Type	Condition(s) for Cancellation and Release from Liability/ies
Contract Awardee	1. Contract is duly executed, i.e., the contract awardee has already signed the contract and furnished the required performance security.
Non-winning Bidder	
Ineligible/disqualified/post-disqualified Bidder <sup>7</sup>	1. The bidder has been declared and notified in writing as ineligible/disqualified/post-disqualified; and 2. The Bidder has waived in writing its right to file a Request for Reconsideration (RR) and/or protest; or 3. The period to file RR/protest has already lapsed.
Neutral (neither a winning nor a losing bidder; neither ineligible nor disqualified)	1. The procurement opportunity has been cancelled through no fault of the bidder/s; and 2. The bidder/s were notified in writing of the cancellation.

<sup>5</sup> Pursuant to Section 27.2 of the 2016 RIRR of R.A. No. 9184, bidders have the option to submit bid security in the form of a "bank draft/guarantee or irrevocable letter of credit" issued by a Universal or Commercial Bank (UB/KB); provided, however, that it shall be confirmed or authenticated by a UB/KB, if issued by a foreign bank.

<sup>6</sup> The proof of payment or SWIFT copy/document must be included in Envelope No. 1, otherwise, the bid concerned will be disqualified.

<sup>7</sup> Section 27.4 of the 2016 RIRR of R.A. No. 9184 states that without prejudice to the provisions of the Act and this IRR on the forfeiture of bid securities, bid securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid (LCRB) or Highest Rated Responsive Bid (HRRB), as the case may be, has signed the contract and furnished the performance security, except to those declared by the BAC as failed or post-disqualified in accordance with this IRR, upon submission of a written waiver of their right to file a request for reconsideration and/or protest.

Bidder Type	Condition(s) for Cancellation and Release from Liability/ies
Withdrawing Bidder	<ol style="list-style-type: none"> <li>1. The bidder has paid the corresponding bid security but decided to (a) withdraw its bid before the deadline for submission and receipt of bids; or (b) no longer tender its bid. In both instances, the bidder should inform the BAC of the reason/s for its decision; and</li> <li>2. The BAC acknowledged the bidder's decision to withdraw or no longer tender its bid.</li> </ol>

**B. WHEN, HOW, and WHERE TO REQUEST RELEASE OF BID SECURITY IN THE FORM OF DEMAND GUARANTEE/ILOC**

The bidder may request release of the bid security in the form of demand guarantee/ILOC sent via SWIFT messages, *within thirty (30) calendar days* from the date of execution of contract for the winning bidder; date of receipt of the Notice of Bidding Result/Post-Disqualification/Ineligibility for the non-winning/post-disqualified/disqualified/ineligible bidder/s; date of receipt of Notice of Cancellation; or date of receipt of the BAC's acknowledgment of the bidder's decision to withdraw its bid or no longer tender its bid.

The bidder's *Authorized Representative* shall submit the duly accomplished and signed **Request for Release of Bid Security Form (Annex F.2)** to the (specify receiving unit and the address) or email the same to the BAC Secretariat or equivalent unit for ROBs at (specify email address) together with the required attachments specified in the form.

While bidders may submit their requests for release of bid security prior to the specified period for refund, processing of request will only commence once the abovementioned conditions, as applicable, are satisfied.

**C. LAPSE OF THE 30-CALENDAR DAY PERIOD TO REQUEST RELEASE OF BID SECURITY IN THE FORM OF DEMAND GUARANTEE/ILOC**

After the lapse of the 30-calendar day period within which the bidder may file its request for release of bid security, the Bids and Awards Committee, upon the recommendation of the procurement units, may cause the release of the guarantee following the BAC's standard format. In case the bidder's issuing bank requires a different format, the bidder may request release of its bid security in accordance with the requirements of the issuing bank, provided that the request includes justification/explanation for its non-action to BSP's notice informing the bidder that it can already request release of its bid security.

- A/S : Annex F.1 – Request for Refund of Bid Security in Form of Cash or Cashier's/ Manager's Check  
Annex F.2 – Request for Release of Bid Security in the Form of Demand Guarantee/Irrevocable Letter of Credit Sent Via SWIFT

**[COMPANY LETTERHEAD]****REQUEST FOR REFUND OF BID SECURITY in the FORM OF CASH OR CASHIER'S/MANAGER'S CHECK ISSUED BY A COMMERCIAL OR UNIVERSAL BANK**

For : **The Funds Administration Department** *(for Head Office)*  
**The Financial Services Group** *(for SPC and Regional Offices/Branches)*  
 Bangko Sentral ng Pilipinas (BSP)

Thru : **The Procurement Management Department I/II/Regional Office**  
 BSP

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

This is to certify that: *(select one)*

- (For Contract Awardee)*** We are the contract awardee for the project/s below and that we have furnished the performance security and signed the contract.
- (For Ineligible/Disqualified/Post-Disqualified Bidders or Bidders in Cancelled Opportunities)*** We are waiving our right to file request for reconsideration or any claim against the BSP in connection with the bidding/procurement of the project/s below.
- (For Non-Winning Bidders)*** We understand that this request will be processed after the contract awardee furnished its performance security and executed the contract with BSP for the project/s or item/s below.
- (For Withdrawing Bidders)*** We have notified the BAC of our decision and the BAC has acknowledged the same. We have attached for reference, copy of the BAC's acknowledgment.

In view thereof, we request refund/release of the cash bid security/ies posted by our firm by virtue of our intention to participate/participation in the bidding activity/ies of the BSP for the following:

Name/Title of Requirement/Bidding Activity and Project Identification Number (PIN)	Amount in Cash or Cashier's/ Manager's Check	Cashier's/ Manager's Check Number and Date	Official Receipt No.	Supporting Document Attached (original O.R.; or copy of O.R. with Affidavit of Loss)
TOTAL:				

Attached are the abovementioned supporting documents.

We inform that: *(check one)*

- We already provided our bank account details with the BSP and there is no change in our details previously submitted. Please credit the refunded amount to the account of **[name of firm]** as appearing in the Checkless Payment System of the BSP.
- We changed our bank details previously provided to the BSP. We therefore request to credit the refunded amount **and** update our details reflected in the **attached accomplished Authority to Credit Bank Account, with pertinent attachments thereto.**

In relation to the BSP's accounting system, we also inform that: *(choose one)*

- There are no changes in our details previously submitted to the BSP.
- We request registration or update of our details, as follows:

**NEW ACCOUNT REGISTRATION/UPDATE OF DETAILS FROM:**

Name

Address: 1. (House No. & St.) : \_\_\_\_\_  
2. (Brgy. & City) : \_\_\_\_\_  
3. (Zip Code & Province) : \_\_\_\_\_

TIN : \_\_\_\_\_

Category : \_\_\_\_\_

Contact No. : \_\_\_\_\_

E-mail Address : \_\_\_\_\_

**TO:**

\*Name : \_\_\_\_\_

\*Address: 1. (House No. & St.) : \_\_\_\_\_  
2. (Brgy. & City) : \_\_\_\_\_  
3. (Zip Code & Province) : \_\_\_\_\_

\*TIN : \_\_\_\_\_

Category : \_\_\_\_\_

\*Contact No. : \_\_\_\_\_

\*E-mail Address : \_\_\_\_\_

**In view of the above request for registration/update of details, we submit the following:**

- Certified true copy of Business Registration with SEC/DTI, as applicable
- Certified true copy of BIR Certificate of Registration
- Other supporting documents substantiating the changes in the account registration details ("FROM" to "TO")

Thank you.

Name: \_\_\_\_\_  
(Signature Over Printed name of Bidder's Authorized Representative)

Position: \_\_\_\_\_

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



(COMPANY NAME with LOGO)

**AUTHORIZED EMAIL RECIPIENT FROM (AERF)**

Date \_\_\_\_\_

To: **The Funding and Disbursement Group (FDG)**  
**Funds Administration Department (FuAD)**

This is to authorize the following personnel to receive **Payment Notification** from the Financial Accounting Department of Bangko Sentral ng Pilipinas:

NAME	AUTHORIZED EMAIL ADDRESS

It is understood that any changes on the list of authorized recipient/s shall be communicated to FuAD, as necessary.

\_\_\_\_\_  
**Signature Over Printed Name**  
(Position)  
*Head of the Company or Accounting Office*

**Note:**

- Email address shall be an official company email address. Authorized personnel shall be the Account Officer for BS and/or shall come from Billing/Collection/Accounting Department
- Approved AERF shall be emailed to ***disbursement\_fad@bsp.gov.ph*** by the personnel authorized to receive payment notifications with the **Subject** format, AERF\_Company Name (*i.e., AERF\_ABC Company*).

# COMPANY LETTERHEAD

T.I.N.

*[Please indicate Tax Classification (VAT, Non-VAT, VAT-exempt)]*

## AUTHORITY TO CREDIT BANK ACCOUNT DEALER/SUPPLIER/PROFESSIONALS

(Individuals/Sole Proprietorship/Partnership/Corporation)

Date \_\_\_\_\_

TO : **BANGKO SENTRAL NG PILIPINAS**  
A. Mabini St. cor. P. Ocampo,  
Malate, Manila  
Tel: (632) 8708-7701 loc. 2463/2466

This is to authorize **BANGKO SENTRAL NG PILIPINAS** to credit all payments due this company, as follows:

**Bank Name & Branch** : \_\_\_\_\_  
**Complete Address** : \_\_\_\_\_  
**Account Name** : \_\_\_\_\_  
**Account Number** : \_\_\_\_\_

We/I understand that the depository bank indicated herein may charge a service fee for using the *Philippine Payments and Settlements System (PhilPaSS)*.

This arrangement is in line with the **CHECKLESS PAYMENT SYSTEM** of the Bangko Sentral ng Pilipinas.

_____	_____
Authorized signature over printed name	Authorized signature over printed name
_____	_____
Designation	Designation
_____	_____
E-mail Address	E-mail Address

### ATTACHMENT CHECKLIST:

#### A. ORIGINAL COPY.

- Corporate Secretary's Certificate** (for corporation) indicating the **(a) bank details: bank name, account number, branch address; and (b) name and signature of the personnel authorized to execute this document**

#### B. DOCUMENTS CERTIFIED BY ADMINISTRATIVE OFFICER OF END-USER DEPARTMENT/OFFICE AS TRUE COPIES OF THE ORIGINAL

- Business Registration with SEC/DTI/Other Government Agency, when applicable**  
 **BIR Certificate of Registration (BIR Form No. 2303), if applicable**  
 **Tax Exemption Certificate/Ruling from BIR, if any; Tax Treaty, for foreign entity not engaged in business in the Philippines**  
 **Certification of Service Provider Not Engaged in Business (for individuals)**  
 **Sworn Declaration that gross income does not exceed P720,000.00 for the current year (stamped "received" by the BIR) - for individuals/sole proprietorship only**  
 **Photocopy of Passbook or ATM Card showing the Account Name and Account Number (Account Name should be the same as Trade Name)**  
 **Valid ID of Authorized Representative/s of the company/business**

**NOTE:** Please reproduce this form on your **company/business letterhead, if applicable**, and submit with the attachments

## [COMPANY LETTERHEAD]

Request for Release of Bid Security in the Form of Demand  
Guarantee/Irrevocable Letter of Credit sent via SWIFT Message

For : The Bids and Awards Committee  
Head Office/Security Plant Complex/ROBs

Thru : The Procurement Management Department I/II/Regional Office

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

This is to certify that: *(select one)*

- (For Contract Awardee)* We are the contract awardee for the project/s below and that we have furnished the performance security and signed the contract.
- (For Ineligible/Disqualified/Post-Disqualified Bidders or Bidders in Cancelled Opportunities)* We are waiving our right to file request for reconsideration or any claim against the BSP in connection with the bidding/procurement of the project/s below.
- (For Non-Winning Bidders)* We understand that this request will be processed after the contract awardee furnished its performance security and executed the contract with BSP for the project/s or item/s below.
- (For Withdrawing Bidders)* We have notified the BAC of our decision and the BAC has acknowledged the same. We have attached for reference, copy of the BAC's acknowledgment.

In view thereof, we request release of the bid security posted by our firm by virtue of our intention to participate/participation in the bidding activity/ies of the BSP for the following:

Name/Title of Requirement/Bidding Activity and Project Identification Number (PIN)	Issuing Bank / Financial Institution	Transaction/Demand Guarantee/ILOC Ref. No.	Amount	Issue Date	Validity

We further request that the release of guarantee be in the following (check the applicable boxes):

- Via Authenticated SWIFT Message
- Attached for reference is the pro-forma SWIFT message with the exact wordings that need to appear in the SWIFT MT799 message
- Original written notice from the BSP releasing the bidder from all obligations under the guarantee to facilitate cancellation of the same with the issuing bank/financial institution.
- The issuing bank/financial institution *requires* the following wordings to appear in the notice: *(indicate the required exact wordings)*.
- The issuing bank/financial institution *does not* require specific wordings to appear in the notice.

We have also attached the following for your reference:

- Copy of proof of payment or SWIFT copy/document
- Certified true copy of proof of authority of the undersigned to request release of the subject bid security/ies.

(Authorized Representative)

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Signature Over Printed Name  
(Position)