



# BANGKO SENTRAL NG PILIPINAS

## BIDS AND AWARDS COMMITTEE - HEAD OFFICE

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**

Project Identification No. (PIN) : BAC-HO GS No. 2024-0999

Subject : Bid Bulletin No. 2

Date : 04 December 2024

The following clarifications are issued as part of the requirements for bidding:

### I. Revisions in the bidding documents:

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

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

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

### II. Responses to Queries/Requests for Clarifications from Prospective Bidders

Responses to queries/requests for clarifications received from prospective bidders are contained in the attached Annex-1 of this Bid Bulletin.

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

The schedule of submission and opening of bids is hereby reset from 05 to **12 December 2024, 9:30 A.M. (PHILIPPINE STANDARD TIME)**. Bids shall be dropped in the designated bid box at Gate 3, Reception Lobby of the Bangko Sentral ng Pilipinas - Head Office, A. Mabini St., Malate, Manila. The opening of bids will be through videoconferencing using Microsoft Teams Meeting.

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

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

**Attachments:**

- Revised BDS
- Revised Checklist
- Revised BSP TOR
- Revised BSPSEM
- Bid Submission Form (blank)
- Annex-1 – BSP Responses to Prospective Bidders' Queries/Requests for Clarifications

## 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) <b><u>OR UP TO TWO (2) COMPLETED CONTRACTS</u></b> similar to the contract shall be:</p> <p>A. A SIMILAR CONTRACT REFERS TO ANY CONTRACT WHICH INVOLVES <b><u>SUPPLY, DELIVERY OR CONFIGURATION OF ANY IT SECURITY SOLUTION;</u></b></p> <p>b. COMPLETED FROM Y2019 TO THE DATE OF OPENING OF BIDS as provided in the Invitation to Bid; and</p> <p>c. <b><u>IN THE AMOUNT EQUIVALENT TO THE FOLLOWING:</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>SLCC – THE CONTRACT AMOUNT IS AT LEAST FIFTY PERCENT (50%) OF THE ABC; OR</u></b></li> <li>• <b><u>TWO COMPLETED CONTRACTS – THE AGGREGATE CONTRACT AMOUNT IS AT LEAST 50% OF THE ABC. THE LARGEST OF THESE CONTRACTS MUST BE EQUIVALENT TO AT LEAST 25% OF THE ABC.</u></b></li> </ul>
7.1	Sub-contracting is not allowed.
12	REFER TO THE FINANCIAL BID FORMS TO BE FILLED-UP BY BIDDERS. SEE ENVELOPE 2 OF THE CHECKLIST OF 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> <p>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</p> <p>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.</p> <p>NOTES:</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. 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].</p> <p>iii. BID SECURITY (IN THE FORM OF SURETY BOND) ISSUED BY A PRIVATE INSURANCE FIRM IS ACCEPTABLE PROVIDED THAT</p>

THE SAID FIRM IS DULY AUTHORIZED BY THE INSURANCE COMMISSION (IC) TO ISSUE SURETY BONDS AND HAS NOT BEEN ISSUED A CEASE OR DESIST ORDER FROM THE IC OR IS CURRENTLY NOT INCLUDED IN THE BLACKLISTED FIRMS.

iv. THE BSP HEREBY REQUESTS THAT THE SUPPLIER OBTAIN ITS SURETY FROM THE ATTACHED LIST OF EVALUATED SURETY COMPANIES (SEE ANNEX "E").

v. IF CASH OR CASHIER'S/MANAGER'S CHECK IS POSTED AS BID SECURITY:

a. IT MUST BE DENOMINATED IN 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:

	<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>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>
<p>19.3</p>	<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>
<p>20.1</p>	<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>
<p>21.1</p>	<p>IN ADDITION TO THE BIDDING DOCUMENTS AND THE SUBMISSIONS OF THE WINNING BIDDER DURING THE BIDDING, THE FOLLOWING DOCUMENTS SHALL ALSO FORM PART OF THE CONTRACT AGREEMENT:</p> <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>

	h. OTHER DOCUMENTS WHICH ARE ISSUED AFTER CONTRACT EXECUTION (E.G., NOTICE OF SUSPENSION, RESUMPTION, AND EXTENSION OF CONTRACT).
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## 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 – **TECHNICAL COMPONENT 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	FAIL	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.

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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><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 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 Securities and Exchange Commission (SEC) Certificate Of Registration of the foreign corporation, OR the SEC Certificate of Registration</p>				



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DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAIL	REMARKS
<p>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><b>BIDDERS SHALL INCLUDE ALL ONGOING CONTRACTS WITH THE BSP, INCLUDING ALL CONTRACT/S AWARDED BUT NOT YET STARTED FOR THE SAID PERIOD, IF ANY.</b></p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>i. BSP Contract/s not included in the statement and: <ul style="list-style-type: none"> <li>(a) does/do not affect the NFCC; AND</li> <li>(b) is not subject to any delay or slippage due to the fault of the bidder shall not be basis for post-disqualification.</li> </ul> </li> <li>ii. If bidding as a JV, the Statement shall be submitted by <u>any</u> of the JV partners.</li> </ul>				

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<p>3.</p> <p>i. A SIMILAR CONTRACT REFERS TO ANY CONTRACT WHICH INVOLVES <b><u>SUPPLY, DELIVERY OR CONFIGURATION OF ANY IT SECURITY SOLUTION;</u></b></p> <p>ii. Completed from Y2019 to the date of opening of bids similar to the contract to be bid; and</p> <p>iii. <b><u>IN THE AMOUNT EQUIVALENT TO THE FOLLOWING:</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>SINGLE LARGEST COMPLETED CONTRACT (SLCC) – THE CONTRACT AMOUNT IS AT LEAST 50% OF THE ABC; OR</u></b></li> <li>• <b><u>TWO (2) COMPLETED CONTRACTS – THE AGGREGATE CONTRACT AMOUNT IS AT LEAST 50% OF THE ABC. THE LARGEST OF THESE CONTRACTS MUST BE EQUIVALENT TO AT LEAST 25% OF THE ABC.</u></b></li> </ul> <p><input type="checkbox"/> a.1 Statement/s of the Bidder for the similar completed contract/s (use BSP-suggested form), as follows:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b><u>SLCC; OR</u></b></li> <li><input type="checkbox"/> <b><u>TWO (2) COMPLETED CONTRACTS</u></b></li> </ul> <p align="center">AND/OR</p> <p><input type="checkbox"/> a.2 Copy/ies of similar completed contract/s, as follows:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b><u>SLCC; OR</u></b></li> <li><input type="checkbox"/> <b><u>TWO (2) COMPLETED CONTRACTS</u></b></li> </ul> <p>(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 align="center">AND</p>				

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<p><input type="checkbox"/> b. Proof/s of Completion and/or Acceptance for the aforesaid contract/s, as follows:</p> <p><input type="checkbox"/> <b><u>SLCC; OR</u></b></p> <p><input type="checkbox"/> <b><u>TWO (2) COMPLETED CONTRACTS</u></b></p> <p>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> <p><input type="checkbox"/> (a) Name/Title of Contract/<u>S</u>;</p> <p><input type="checkbox"/> (b) Contract/<u>S</u> must have been completed and/or accepted as of date of bidding;</p> <p><input type="checkbox"/> (c) Name of Client/<u>S</u>;</p> <p><input type="checkbox"/> (d) Contact information of Client/<u>S</u>;</p> <p><input type="checkbox"/> (e) Nature/type of goods and services provided;</p> <p><input type="checkbox"/> (f) Contract/<u>S</u> is/<u>ARE</u> similar to the requirement; and</p> <p><input type="checkbox"/> (g) Contract cost <b><u>OR AGGREGATE CONTRACT COST IS AT LEAST FIFTY PERCENT (50%) OF THE ABC. THE LARGEST OF THESE CONTRACTS MUST BE EQUIVALENT TO AT LEAST 25% OF THE ABC.</u></b></p> <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</p>				

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<p>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><u>4.</u></p> <p><b>BID SECURITY</b></p> <p><input type="checkbox"/> NOTARIZED BID SECURING DECLARATION (BSD) (Use GPPB-prescribed form); or</p> <p>Any of the following forms and amounts (refer to CLAUSE 14.1 of BDS for applicable amounts):</p> <p><input type="checkbox"/> Cash or Cashier's/Manager's Check issued by a UB or KB;</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 (for a list of UBs/KBs, refer to <a href="http://www.bsp.gov.ph">http://www.bsp.gov.ph</a>); OR</p> <p><input type="checkbox"/> Surety Bond callable upon demand issued by a surety or insurance company duly authorized by the Insurance Commission to issue such security.</p> <p><i>Notes:</i></p> <p>i. THE BID SECURITY 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</p>				

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<p>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> <ol style="list-style-type: none"> <li>a. Notarized Bid Securing Declaration, subject to submission of the <b>SIGNED, ORIGINAL AND NOTARIZED COPY</b> thereof as a post-qualification requirement under Other Documents required from the bidder with the S/LCB;</li> <li>b. Official receipt/deposit/transaction slip/proof of online payment, if paid in Cash or Cashier's/Manager's Check, which is denominated in Philippine currency; OR</li> <li>c. Other acceptable forms of bid security (<i>i.e.</i>, Bank Draft/Guarantee or Irrevocable Letter of Credit and Surety Bond), subject to submission of the <b>ORIGINAL COPY</b> thereof as a post-qualification requirement under Other Documents required from the bidder with the S/LCB.</li> </ol> <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</p>				

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<p>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>TECHNICAL REQUIREMENTS</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> <ul style="list-style-type: none"> <li>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 Single/Lowest Calculated Bid (S/LCB) to signify conformity; and</li> <li>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.</li> <li>iii. Accomplishment and notarization of BSP CNDA shall done during contract implementation by the awardee.</li> </ul> <p>5.2 <input type="checkbox"/> Duly accomplished BSP Supplied Evaluation Matrix (BSPSEM)</p>				

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<p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>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.</li> <li>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>.</li> <li>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.</li> <li>iv. Imperfectly accomplished BSPSEM shall be subject to post-qualification.</li> </ul> <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> <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 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> </ul>				

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<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 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> <p><input type="checkbox"/> Certification issued by the Manufacturer; OR</p> <p><input type="checkbox"/> Official website of the Manufacturer with URL; OR</p> <p><input type="checkbox"/> Any similar document, whether issued by the Manufacturer or Authorized Distributor/ Channel Partner.</p> <p><i>Notes:</i></p> <p>i. IF THE PRODUCT MANUFACTURER/ PRINCIPAL/ DISTRIBUTOR/CHANNEL PARTNER DOES NOT ISSUE A SIGNED CERTIFICATION, THE BIDDER MUST BE ABLE TO SHOW EQUIVALENT PROOF SHOWING THE SAME AUTHORITY AS PROVIDED ABOVE, AS APPEARING IN ANY PRINTED LITERATURE OR OFFICIAL WEBSITE [WITH THE REFERENCE OR SOURCE OF THE DOCUMENT CITED IN THE DOCUMENT (E.G., BROCHURE, WEBSITE URL, ETC.)].</p>				



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<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> <p><input type="checkbox"/> a. <b>First (1<sup>st</sup>) Technical Staff/ Engineer/ Solution Specialist</b></p> <p><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></p> <p><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>				

DOCUMENTS	CONTENTS/ DESCRIPTION	PASS	FAI L	REMARKS
<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>5.6 <input type="checkbox"/> <b><u>AT LEAST TWO (2) REFERENCE SITES WHICH REFER TO ANY COMPLETED CONTRACTS OR PROJECTS WITHIN THE LAST FIVE (5) YEARS FROM THE DATE OF OPENING OF BIDS THAT INVOLVES THE FOLLOWING DATA SECURITY SOLUTIONS:</u></b></p> <ul style="list-style-type: none"> <li>a. <b><u>ONE (1) CONTRACT FOR DATA MASKING, ENCRYPTION OR TOKENIZATION (CATEGORY A); AND</u></b></li> <li>b. <b><u>ONE (1) CONTRACT FOR FILE ENCRYPTION (CATEGORY B).</u></b></li> </ul> <p><b><u>EACH REFERENCE SITE MUST BE SUPPORTED BY THE FOLLOWING INFORMATION:</u></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b><u>PROJECT NAME;</u></b></li> <li><input type="checkbox"/> <b><u>PROJECT DETAILS/DESCRIPTION;</u></b></li> <li><b><u>AND</u></b></li> <li><input type="checkbox"/> <b><u>CLIENT NAME AND CONTACT DETAILS (I.E., CONTACT PERSON, TELEPHONE, FAX NUMBERS AND E-MAIL ADDRESS).</u></b></li> </ul> <p><b><u>NOTES:</u></b></p> <ul style="list-style-type: none"> <li>i. <b><u>THE NOMINATED REFERENCE SITES MUST BE:</u></b> <ul style="list-style-type: none"> <li>• <b><u>IMPLEMENTED BY THE BIDDER;</u></b></li> <li><b><u>AND</u></b></li> <li>• <b><u>EITHER OF THE TWO (2) CONTRACTS MUST BE SAME WITH THE PROPOSED SOLUTION</u></b></li> </ul> </li> </ul>				

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<p align="center"><b><u>OF THE BIDDER FOR THIS PROJECT.</u></b></p> <p><b><u>ii. SUBMISSION OF ONE (1) REFERENCE SITE IS ACCEPTABLE PROVIDED THAT BOTH DATA SECURITY SOLUTIONS UNDER CATEGORIES A AND B ARE PRESENT IN THE COMPLETED CONTRACT/PROJECT.</u></b></p> <p><b><u>iii. IN CASE THE REFERENCE SITES 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 THE OTHER DOCUMENTS REQUIRED FROM THE BIDDER WITH THE SINGLE/LOWEST CALCULATED BID (S/LCB).</u></b></p> <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> <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>				

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<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 Specifications (for disclosure of no relationship); and</li> <li>vi. If bidding as a JV, <u>all</u> partners must submit the document.</li> </ul> <p 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>				

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<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> <ul style="list-style-type: none"> <li>i. If bidding as a JV, which is already formed, JV can submit <u>one</u> NOTARIZED Certificate appointing bidder's representative/s.</li> <li>ii. If JV is not yet formed, <u>all</u> partners must submit the Notarized Certificate.</li> <li>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.</li> <li>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.</li> <li>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 within ten (10) calendar days from receipt of the NOA.</li> <li>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.</li> <li>vii. Bidder must ensure that they clearly indicate whether they are designating as authorized representatives "<b>(ANY or ALL)</b>" of the indicated representatives".</li> </ul>				
<p>III. FINANCIAL DOCUMENTS</p>				
<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</p>				

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<p>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> <ul style="list-style-type: none"> <li>i. AFS under submitted Annex A of PhilGEPS Certificate is acceptable.</li> <li>ii. Submission of a consolidated AFS is allowed, provided, that the data for the participating Bidder can be extracted to establish the financial capacity of the Bidder.</li> <li>iii. If bidding as a Joint Venture (JV), the AFS shall be submitted by any of the JV partners provided that the partner responsible to submit the AFS shall likewise submit the Statement of All Ongoing Contracts and NFCC.</li> </ul> <p><b><u>APPLICABLE TO FOREIGN BIDDER:</u></b></p> <p><input type="checkbox"/> AUDITED FINANCIAL STATEMENT (AFS), WHICH SHOULD NOT BE EARLIER THAN TWO (2) YEARS FROM THE DATE OF BID SUBMISSION.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>i. AFS under submitted Annex A of PhilGEPS Certificate is acceptable 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.</li> <li>ii. Submission of a consolidated AFS is allowed, provided, that the data for the participating Bidder can be extracted to establish the financial capacity of the Bidder.</li> <li>iii. 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</li> </ul>				

<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

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<p>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 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 UB or KB, it shall be confirmed or authenticated by a local UB or KB (see BSP sample form).</p> <p><i>Notes:</i></p> <p>i. The values of the domestic bidder's current assets and current liabilities shall be based on the latest AFS submitted to the BIR.</p> <p>ii. 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.</p> <p>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</p>				

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Philippine accession (Source: <https://www.dfa.gov.ph/dfa-news/dfa-releasesupdate/22280-question-and-answer-and-infographics-on-authentication-through-apostille>).



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<p>Award. Further, it should be specifically issued for the project for which the bidder is participating, otherwise, it will not satisfy the eligibility criterion for contracting capacity (see BSP sample form).</p> <p>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.</p> <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 (via e-mail address: <u>BACSecretariat-HO@bsp.gov.ph</u>) prior bidding date, the BAC Secretariat will provide the bank account details, SWIFT Code and other information to the foreign bidder necessary for this arrangement.</p> <p>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></p>				
Class “B” Documents				
<p><u>9.</u></p> <p>If bidding as a FORMED JV:</p> <p><input type="checkbox"/> a. Valid JV Agreement (JVA) showing, among others, the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Responsibility of each of the JV partners or its contributions to the JV;</li> <li><input type="checkbox"/> If one of the JV partners is a foreign entity, Filipino ownership or interest of the JV concerned;</li> <li><input type="checkbox"/> All partners to the joint venture shall be jointly and severally liable to the Procuring Entity; and</li> <li><input type="checkbox"/> JV partner who will receive the payment in case the contract is awarded to the JV.</li> </ul> <p><i>Notes:</i></p> <p>i. Bidders that submit JVA that lacks any of the enumerated provisions except for responsibility/contribution of the JV 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)</p>				



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<p>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> <p><i>Notes:</i></p> <p>i. Bidders that submit Notarized Statements must submit a valid JVA that contains the following statements within ten (10) calendar days from receipt of the NOA. <b>FAILURE TO SUBMIT A VALID JVA SHALL BE A GROUND FOR BID DISQUALIFICATION AND FORFEITURE OF THE BID SECURITY:</b></p> <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>				

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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. 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. 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.				

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>			

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	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>			

**REVISED AS PER BID BULLETIN NO. 2**

	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 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 align="center">OR</p>			

**REVISED AS PER BID BULLETIN NO. 2**

	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. <b><u>AT LEAST TWO (2) REFERENCE SITES WHICH REFER TO ANY COMPLETED CONTRACTS OR PROJECTS WITHIN THE LAST FIVE (5) YEARS FROM THE DATE OF OPENING OF BIDS THAT INVOLVES THE FOLLOWING DATA SECURITY SOLUTIONS, IN CASE THE SAME ARE NOT SUBMITTED IN ENVELOPE NO. 1:</u></b></p>			

**REVISED AS PER BID BULLETIN NO. 2**

	SUBMITTED		NOT SUBMITTED
	During bidding	During post-qualification	
<p>a. <b><u>ONE (1) CONTRACT FOR DATA MASKING, ENCRYPTION OR TOKENIZATION (CATEGORY A); AND</u></b></p> <p>b. <b><u>ONE (1) CONTRACT FOR FILE ENCRYPTION (CATEGORY B).</u></b></p> <p><b><u>EACH REFERENCE SITE MUST BE SUPPORTED BY THE FOLLOWING INFORMATION:</u></b></p> <p><input type="checkbox"/> <b><u>PROJECT NAME;</u></b></p> <p><input type="checkbox"/> <b><u>PROJECT DETAILS/DESCRIPTION; AND</u></b></p> <p><input type="checkbox"/> <b><u>CLIENT NAME AND CONTACT DETAILS (I.E., CONTACT PERSON, TELEPHONE, FAX NUMBERS AND E-MAIL ADDRESS).</u></b></p> <p><b><u>NOTE:</u></b></p> <p>i. <b><u>THE NOMINATED REFERENCE SITES MUST BE:</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>IMPLEMENTED BY THE BIDDER; AND</u></b></li> <li>• <b><u>EITHER OF THE TWO (2) CONTRACTS MUST BE SAME WITH THE PROPOSED SOLUTION OF THE BIDDER FOR THIS PROJECT.</u></b></li> </ul> <p>ii. <b><u>SUBMISSION OF ONE (1) REFERENCE SITE IS ACCEPTABLE PROVIDED THAT BOTH DATA SECURITY SOLUTIONS UNDER CATEGORIES A AND B ARE PRESENT IN THE COMPLETED CONTRACT/PROJECT</u></b></p> <p>iii. <b><u>IF BIDDING AS A JV, THE DOCUMENT SHALL BE SUBMITTED BY ANY OF THE JV PARTNERS.</u></b></p>			
<p>11. Latest AFS in case the latest AFS was not submitted under Envelope No. 1.</p> <p><i>Notes:</i></p> <p>i. The values of the domestic bidder’s current assets and current liabilities shall be based on the latest AFS submitted to the BIR; and</p> <p>ii. If bidding as a JV, the document shall be submitted by any of the JV partners provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all ongoing contracts and AFS.</p>			



**REVISED AS PER BID BULLETIN NO. 2**

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.



# REVISED AS PER BID BULLETIN NO. 2 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

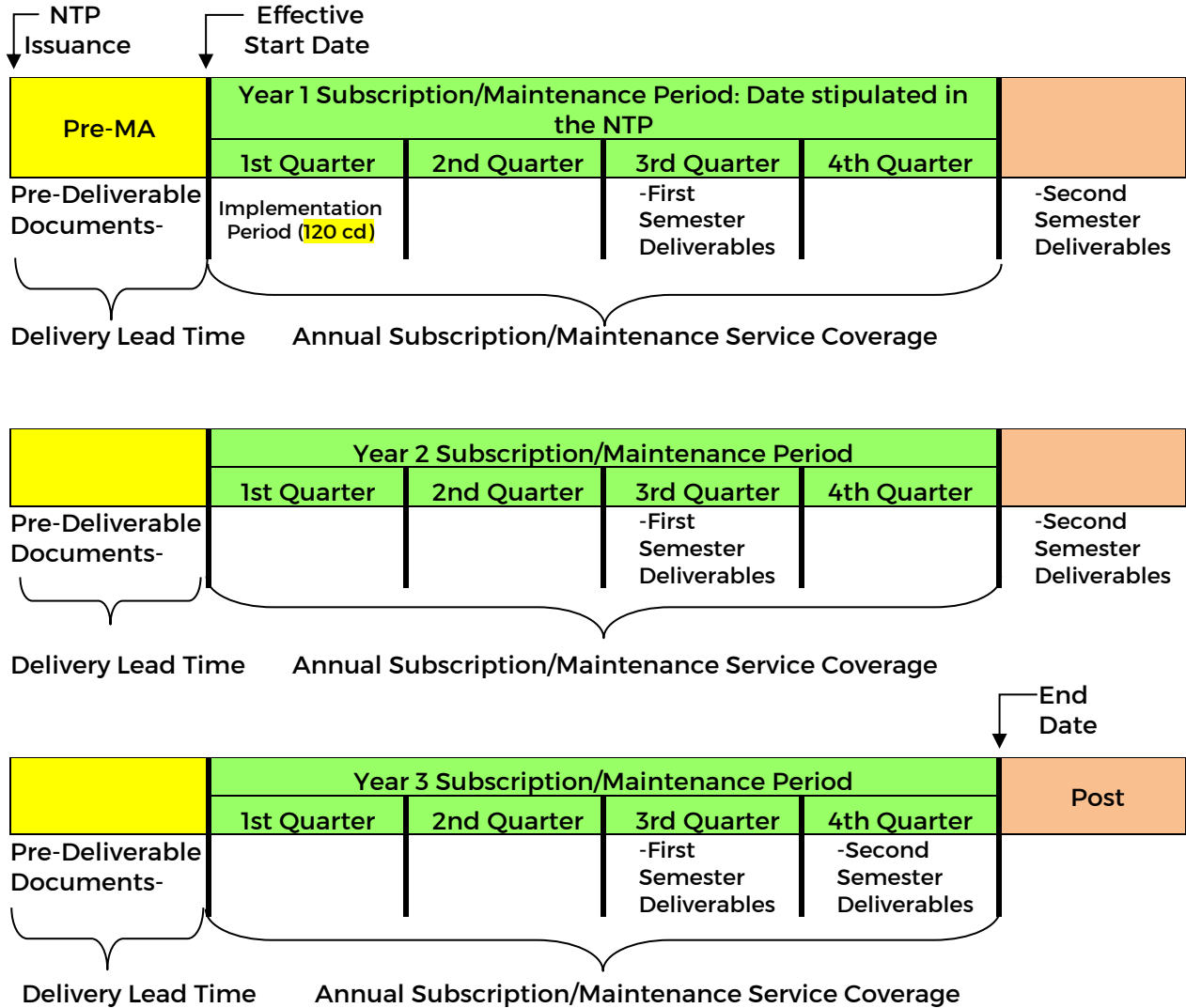
- a. **"Technical Support Services"** means support services, which include, but not limited to services such as the following:
- Provision of Utilities/Tools/Miscellaneous Files/Help Databases
  - Software Installation, Setup and Configuration (Latest version)
  - Phone, email, on-call and on-site support 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: **One hundred twenty (120)** 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>2</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, 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 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 FFI and Random

- 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**





# 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

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**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 BSP SPECIFICATIONS  (1)	BIDDER’S SECTION		BSP’S SECTION	
	Bidder’s Specifications (2)	Bidder’s Proof of Offer (3)	RATING (Complying or Not complying) (4)	REMARKS (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>				



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 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 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 FFI 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	<b>COMPLYING/NOT COMPLYING</b>
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Evaluated by:

Name Designation BSP Department/Office	(Date)
--	--------

Concurred by:

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

**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)\_\_\_\_\_



BANGKO SENTRAL NG PILIPINAS

Bids and Awards Committee -Head Office
Opening of Bids
Bid Submission Form

Project Name: \_\_\_\_\_

For BAC Secretariat's Use:

- Properly Sealed & Marked
Not Properly Sealed
Not Properly Marked
Unsealed/Unmarked
Late Submission (bid documents no longer accepted)

For Bidders/Suppliers' Use:

Date and Time Received:
Delivered by Courier
Delivered by Bidder's Representative
Company Name:
Name of Bidder's Representative:
Signature (Bidder/Courier):
Contact No.:

Signature (BAC-Sec): \_\_\_\_\_
PrMD Processor: \_\_\_\_\_

Filing of Request for Reconsideration (RR)

- Bidder will file RR
Bid Documents for Safekeeping of the BAC-Sec.:
Envelope No. 1 (Eligibility Documents)
Envelope No. 2 (Financial Documents)-Sealed
Bidder will not file RR
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

Note: This shall form part of the records of the Minutes of Submission and Opening of Bids for subject requirement.

**Annex – 1 of Bid Bulletin No. 2**

**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**

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

**Subject : BSP Responses to Prospective Bidders’ Queries/ Requests for Clarifications**

<p><b>Queries/ Requests for Clarifications from Prospective Bidders</b> <i>(raised during pre-bid conference or verbatim excerpt of e-mail)</i></p>	<p><b>BSP’s Response</b></p>
<p><b>Netrust Philippines Corporation</b></p>	
<p>This pertains to the SLCC of Similar Contract to be bid amounting to 50% ABC. We would like to request Public Key Infrastructure, HSM and Certificate Lifecycle Management Project to be considered as similar project for Data Security Solution.</p>	<p>The definition of similar contract was revised from any contract which involves “Supply, delivery or configuration of Data Security Solution that involves Data Masking, Encryption, Tokenization or File Encryption” to “supply, delivery or configuration of <u>any IT Security Solution</u>”.</p>
<p>Can we extend the implementation period in the Terms of Reference from 45 calendar days to 120 calendar days?</p>	<p>The BSP Cybersecurity Department (CsD) is amenable to extend the implementation period to one hundred twenty (120) calendar days from the date stipulated in the Notice to Proceed (NTP) to be issued by said department.</p>
<p>Reference: Part B – Scope of Work, Section II. Deliverables/Submittals: xxx                      “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.”</p> <p>For Clarification:                      The Bid Cost Sheet, along with the Technical/Material Specifications, Parameters, and Requirements, outlines the software licenses and their respective maintenance or subscription needs.</p> <p>Does BSP require the solution to be <b>delivered as a turn-key package</b>, which would include not only the Proposed Solution’s software and its maintenance but also the necessary hardware (e.g., servers) with the appropriate operating systems and additional software licenses for hosting and installing the proposed solution?</p>	<p>No. Virtual Machine (VM) shall be provided by BSP. Further, the “hardware” component was also removed in the revised BSP Terms of Reference.</p>

Annex – 1 of Bid Bulletin No. 2

<p style="text-align: center;"><b>Queries/ Requests for Clarifications from Prospective Bidders</b> <i>(raised during pre-bid conference or verbatim excerpt of e-mail)</i></p>	<p style="text-align: center;"><b>BSP's Response</b></p>
<p><b>Nexus Technologies Inc.</b></p>	
<p>1. How many environments covered and if HA is required?</p> <p>2. Is Key Cloud Management part of the requirement? If yes, what is your cloud and how many accounts?</p>	<p>1. There are three (3) environments: Test, Development, and Production. High-availability (HA) is required on production environment only.</p> <p>2. No, Key Cloud Management is not part of the requirement. However, the proposed solution must have the capability to integrate with BSP's Cloud Infrastructure for future use cases.</p>
<p>Also, we'd like to add if aggregated contracts/projects will be allowed for the SLCC?</p>	<p>Yes, bidders are allowed to submit up to <u>two (2) contracts</u> completed from Y2019 to the date of opening of bids similar to the contract to be bid. The aggregate contract amount must be equivalent to at least fifty percent (50%) of the ABC. Further, the largest of these contracts must be equivalent to at least twenty-five percent (25%) of the ABC.</p>
<p><b>Bridgeway Communication System Inc.</b></p>	
<p>We would like to clarify concerning about the SLCC.</p> <p>1. Sir based on your previous bid, you allowed that SLCC will be based at any Cybersecurity related project, regardless of the project being bided out.</p> <p>2. If you allow at least two (2) similar contracts, the sum of must at least be equivalent to fifty (50%) of the ABC. Provided the largest Of these similar contracts must be at least twenty-five (25%) of the ABC.</p>	<p>1. The definition of similar contract was revised from any contract which involves "supply, delivery or configuration of Data Security Solution that involves Data Masking, Encryption, Tokenization or File Encryption" to "supply, delivery or configuration of <u>any IT Security Solution</u>".</p> <p>2. Yes, bidders are allowed to submit up to <u>two (2) contracts</u> completed from Y2019 to the date of opening of bids similar to the contract to be bid. The aggregate contract amount must be equivalent to at least fifty percent (50%) of the ABC. Further, the largest of these contracts must be equivalent to at least twenty-five percent (25%) of the ABC.</p>
<p>1. SAP Certification – can existing SAP customers disclosed be considered SAP Certified? Paying SAP certification will just be a cost burden to be passed on to BSP.</p> <p>2. Is it possible to exclude FF3? FF3 is specified and approved in NIST Special Publication 800-38G as a mode of operation of the Advanced Encryption Standard (AES) block cipher algorithm. It's is not safe and industry does not recommend using it anymore.</p>	<p>1. Existing SAP customers or disclosed customers can automatically be considered SAP Certified.</p> <p>2. Yes, it is possible to exclude FF3.</p>

**Annex – 1 of Bid Bulletin No. 2**

<p><b>Queries/ Requests for Clarifications from Prospective Bidders</b> <i>(raised during pre-bid conference or verbatim excerpt of e-mail)</i></p>	<p><b>BSP's Response</b></p>																											
<p>AES128bits is easy to hack so nobody uses it.</p> <p>NIST notification of a cryptanalytic attack on the FF3 technique for format-preserving encryption (FPE). NIST has concluded that FF3 is no longer suitable as a general-purpose FPE method.</p> <p>Link for details:  <a href="https://csrc.nist.gov/news/2017/recent-cryptanalysis-of-ff3#:~:text=FF3%20is%20specified%20and%20approved.(AES)%20block%20cipher%20algorithm">https://csrc.nist.gov/news/2017/recent-cryptanalysis-of-ff3#:~:text=FF3%20is%20specified%20and%20approved.(AES)%20block%20cipher%20algorithm</a></p>																												
<p>May we request for an extension of bid submission from Nov. 26, 2024 to Dec. 03, 2024? The bid eligibility for foreign partners will take time and might not be ready for the Nov. 24th deadline.</p>	<p>Please refer to Section III of Bid Bulletin No. 2 for the new schedule of submission and opening of bids.</p>																											
<p>Since we are decided to have a JV partner May I know the following docs.</p> <div data-bbox="256 1037 794 1218" style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">DOCUMENTS</p> <p style="text-align: right;">( D )</p> <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> </div> <p>1. On this item documents do we need to submit separately the copy of Omnibus and Bid securing docs for our JV partner/or is it under Bridgeway with authorize representative only?</p> <p style="text-align: center;">RESOLUTION NO. _____</p> <p style="text-align: center;">RESOLVED, that any or all of the following:</p> <table border="1" data-bbox="237 1491 799 1599"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">Name of Duly Authorized Representative/s</th> <th rowspan="2">Position</th> <th colspan="2">With Conformity:</th> </tr> <tr> <th>Signature</th> <th>Initials* (if any)</th> </tr> </thead> <tbody> <tr> <td>1)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4)</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>2. Under Sec certificate of our JV partner, under name of duly representative would be the authorized representative and the managing director or only one name will appear the authorized representative only.</p>		Name of Duly Authorized Representative/s	Position	With Conformity:		Signature	Initials* (if any)	1)					2)					3)					4)					<p>1. As stated under Note (iv) of Item 6 of the Checklist of Technical, Financial, and Other Documents (“Checklist”), if bidding as a Joint Venture (JV), <u>all</u> partners must submit the notarized Omnibus Sworn Statement (OSS). To further clarify said provision, each of the JV partner must submit a separate notarized OSS.</p> <p>As regards to notarized Bid Securing Declaration (BSD) as form of bid security, considering said requirement is a technical document, the notarized BSD can be submitted by <u>any</u> of the JV partners, as provided under Note (iv) of Item 4 of the Checklist.</p> <p>2. In case your JV partner will be using the BSP sample form for the Certificate issued by the Corporate Secretary (for Corporation/Cooperative/JV) or issued by the Managing Partner or President (for Partnership), as proof of appointment of the bidder's representative/s, we note that <u>any or all</u> personnel appearing therein shall be the duly authorized and designated representative of the JV partner.</p>
				Name of Duly Authorized Representative/s	Position	With Conformity:																						
	Signature	Initials* (if any)																										
1)																												
2)																												
3)																												
4)																												



**Annex – 1 of Bid Bulletin No. 2**

<p><b>Queries/ Requests for Clarifications from Prospective Bidders</b> <i>(raised during pre-bid conference or verbatim excerpt of e-mail)</i></p>	<p><b>BSP's Response</b></p>
	<p>Further, under Notes (i) and (ii) of Item 6 (Proof of Appointment) of the Checklist, we inform the following:</p> <ul style="list-style-type: none"> <li>• If bidding as a JV, which is already formed, JV can submit <u>one</u> NOTARIZED Certificate appointing bidder's representative/s.</li> <li>• If JV is not yet formed, <u>all</u> partners must submit the Notarized Certificate.</li> </ul>
<p>We noticed 2 contradicting terms:</p> <ol style="list-style-type: none"> <li>1. Attached Technical specification line item #__ says "support for perpetual.."</li> <li>2. Attached Financial Template says "Subscription"</li> </ol> <p>Please enlighten if it means:</p> <ol style="list-style-type: none"> <li>1. Perpetual license support but Subscription for the first 3 years for now.</li> <li>2. If Subscription, is the software installed in cloud or on premise?</li> <li>3. If on premise, does BSP still have spare server to install our solution? Or we need to include the server hardware?</li> </ol>	<p>Support for perpetual means solution can still work even without any maintenance subscription. Subscription means subscription for licenses.</p> <ol style="list-style-type: none"> <li>1. The solution must have perpetual licenses with three (3) years maintenance subscription.</li> <li>2. The solution must be installed on-premise.</li> <li>3. Yes, BSP will provide the Virtual Machine (VM) where the software will be installed.</li> </ol>
<p><b>MDI Novare</b></p>	
<ol style="list-style-type: none"> <li>1. What application is generating 900K transactions per second? When you say TPS, it would depend on the transaction size?</li> <li>2. We do not support endpoint file encryption, we support file server encryption. <ul style="list-style-type: none"> <li>• Are they looking for single solution to perform database encryption, Tokenization and end-point file encryption?</li> <li>• Is the existing databases have native encryption (TDE) enabled?</li> <li>• We support file server encryption, are they open to deploy agent-based encryption?</li> </ul> </li> <li>3. May I confirm, are they looking for Data Security solution that able to support Windows and able to integrate with mobile application that supported IOS, and Android? Need more info.</li> </ol>	<ol style="list-style-type: none"> <li>1. The requirement refers to the maximum total transaction per second that the solution can handle.</li> <li>2. The provider may propose two different solutions: One for Database Encryption, Tokenization, Masking and Key Management and another for ENDPOINT file security solution. Agent-based deployment is allowed as long as compatible and will not degrade BSP systems performance.</li> <li>3. The requirement is under the ENDPOINT file security requirement (e.g., laptops, desktops, etc.).</li> </ol>
<p><b>One Commerce (Int'l) Corporation</b></p>	
<p>ITB Clause 21.1 In addition to the bidding documents and the submissions of the winning bidder during the</p>	<p>Yes, we confirm that the additional contract documents under ITB Clause 21.1</p>

Annex – 1 of Bid Bulletin No. 2

<p style="text-align: center;"><b>Queries/ Requests for Clarifications from Prospective Bidders (raised during pre-bid conference or verbatim excerpt of e-mail)</b></p>	<p style="text-align: center;"><b>BSP's Response</b></p>
<p>bidding, the following documents shall also form part of the Contract Agreement.</p> <ol style="list-style-type: none"> <li>a. Confidentiality and Non-disclosure agreement, if applicable;</li> <li>b. Certification of availability of funds;</li> <li>c. Notice of award;</li> <li>d. Notice to proceed;</li> <li>e. Performance security and subsequent amendments/endorsements, if any;</li> <li>f. Warranty security, if applicable;</li> <li>g. Amendment to order/variation order, if applicable; and</li> <li>h. Other documents which are issued after contract execution (e.g., notice of suspension, resumption, and extension of contract).</li> </ol> <p>May we kindly confirm when these deliverables are to be submitted? Should they be submitted as part of the bid submission?</p>	<p>of the Bid Data Sheet shall form part of the contract.</p> <p>As regards to the query re: submission of said additional contract documents, we clarify that only Annex B – BSP Confidentiality and Non-disclosure Agreement (CNDA), duly signed by the bidder or its authorized representative, will be submitted during bidding as part of the technical requirements under Envelope No. 1 – Item 5.1 of the Checklist. Further, we note that accomplishment and notarization of the BSP CNDA form shall be done during contract implementation by the awardee.</p> <p>The provision under ITB Clause 21.1 of the Bid Data Sheet is intended to inform the bidders that the documents listed under items (a) to (h) shall form part of the Contract Agreement. For the performance security required from the winning bidder, please refer GCC Clause 3 of the Special Conditions of Contract issued for this requirement.</p> <p>All submissions pertaining to the bid are listed in the issued Checklist.</p>
<p>Item 5.2 Duly accomplished BSP Supplied Evaluation Matrix (BSPSEM)</p> <p>In relation to the BSP Supplied Evaluation Matrix Form provided, may we kindly confirm in which column will the bidder indicate <b>the unit model/brand of its actual offer</b>? Will it be an additional column? If yes, where will the additional column be placed?</p> <p>May we kindly confirm who should sign the “Place Authorized End User Signature(s) here”? Is it the bidder’s authorized representative or is the signatory from BSP?</p>	<p>The unit model/brand of offer of the bidder can be indicated in the upper portion of the BSP-Supplied Evaluation Matrix (BSPSEM) after the Name of the Project and Name of Bidder:</p> <div style="text-align: center;">  <p><b>BANGKO SENTRAL NG PILIPINAS</b> BSP SUPPLIED EVALUATION MATRIX</p> </div> <p><small>NAME OF 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</small></p> <p><small>NAME OF BIDDER : _____</small></p> <p><small>UNIT MODEL/BRAND : _____</small></p> <p>We note that the “Place Authorized End User Signature(s) here” portion in the lower part of each page of the BSPSEM is provided for the authorized signatory/ies of BSP’s end-user department.</p> <div style="text-align: center;">  <p>Place Authorized End User Signature(s) here: (1) _____ (2) _____</p> </div>
<p>Proof of Appointment of Bidder’s Authorized Representative/s (Proof of Appointment)</p> <p>May we kindly confirm if the CERTIFICATE referred to in this item pertains to the attached</p>	<p>Yes, we confirm that pages 8-9 of Bidding Forms and Templates, which is an uploaded file in the PhilGEPS website, pertained to the BSP sample form for the Certificate issued by the Corporate</p>

**Annex – 1 of Bid Bulletin No. 2**

<p><b>Queries/ Requests for Clarifications from Prospective Bidders (raised during pre-bid conference or verbatim excerpt of e-mail)</b></p>	<p><b>BSP's Response</b></p>
<p>Certificate Template in Pages 8 to 9 of the file with filename: Bidding Forms &amp; Templates.pdf.</p> <p>Also, should there be a Joint Venture (JV), will the same CERTIFICATE template be used?</p>	<p>Secretary (for Corporation/ Cooperative/ Joint Venture) or issued by the Managing Partner or President (for Partnership), as Proof of Appointment of bidder's authorized representative required under Envelope No. 1 – Item 6 of the Checklist.</p> <p>Yes, bidders can use said certificate as proof of appointment if bidding as a Joint Venture (JV). Further, under Notes (i) and (ii) of Item 6 (Proof of Appointment) of the Checklist, we inform the following:</p> <ul style="list-style-type: none"> <li>• If bidding as a JV, which is already formed, JV can submit <u>one</u> NOTARIZED Certificate appointing bidder's representative/s.</li> <li>• If JV is not yet formed, <u>all</u> partners must submit the Notarized Certificate.</li> </ul>
<p>May we kindly confirm if ALL pages including those in ENVELOPE NO. 1 and all the documents and attachments enclosed therein should likewise be signed/initialed/e-signed?</p> <p>If yes, may we confirm if ALL pages contained in Envelope No. 1 and Envelope No. 2 should be signed/initialed/e-signed?</p>	<p>We inform that all pages of documents listed in Envelope No. 1 – Technical Component of the Checklist are not required to be signed/initialed by the bidder or its authorized representative.</p> <p>We clarify further that only the following documents under Envelope No. 1 – Technical Component of the Checklist are required to be signed/initialed by the bidder or its authorized representative in signature portions provided:</p> <ul style="list-style-type: none"> <li>• Item 3 – Notarized Bid Securing Declaration, as form of bid security</li> <li>• Item 5.1 – Technical Requirements</li> <li>• Item 6 – Notarized Omnibus Sworn Statement and Notarized Proof of Appointment</li> <li>• Item 9 – Notarized JV Agreement (<i>for formed JV</i>) or Notarized Statement/s from each/all of the potential JV partners (for JV to be formed).</li> </ul> <p>Please refer to each note of items in the Checklist for proper guidance in preparation and submission of all required documents.</p> <p>As for documents under Envelope No. 2 – Financial Component, we confirm that the Financial Bid Form and the Bid Cost Sheet shall be signed/initialed/e-signed by the bidder or its authorized representative on each and every page or all pages thereof.</p>

**Annex – 1 of Bid Bulletin No. 2**

<p><b>Queries/ Requests for Clarifications from Prospective Bidders</b> <i>(raised during pre-bid conference or verbatim excerpt of e-mail)</i></p>	<p><b>BSP's Response</b></p>				
	<p>Failure to do so shall be a ground for rejection of the bid.</p>				
<p>May we kindly confirm if we will PRINT pages 33 to 50 of the Bid Document? If yes, should these pages be on top of the documents enclosed in Envelope No. 1?</p>	<p>No, pages 33–50 (copy of Checklist for Envelope No. 1) are not required in Envelope No. 1. All submissions pertaining to the bid are listed in the issued Checklist.</p>				
<p>May we kindly confirm if we will PRINT pages 51 to 56 of the Bid Document? If yes, should these pages be on top of the documents enclosed in Envelope No. 2?</p>	<p>No, pages 51 – 56 (copy of Checklist for Envelope No. 2 and Other Documents required from the Bidder with the Single/Lowest Calculated Bid) are not required in Envelope No. 2.  All submissions pertaining to bid are listed in the issued Checklist.</p>				
<table border="1" data-bbox="217 913 826 1279"> <tr> <td data-bbox="217 913 331 1171"> <p>Pre-Deliverables Documents <sup>2</sup></p> </td> <td data-bbox="331 913 826 1171"> <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> </td> </tr> <tr> <td data-bbox="217 1171 331 1279"> <p>Semester Deliverables</p> </td> <td data-bbox="331 1171 826 1279"> <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> </td> </tr> </table> <p>May we kindly confirm when these deliverables (Pre-Deliverables Documents) and (Semester Deliverables) be submitted? Should they be submitted as part of Bid Submission?</p>	<p>Pre-Deliverables Documents <sup>2</sup></p>	<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>	<p>Semester Deliverables</p>	<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>	<p>No. Pre-deliverable documents stated in the BSP Terms of Reference shall be submitted by the winning bidder on or before the date stipulated in the NTP to be issued by CsD, while Semester Deliverable documents will be submitted every semester of the contract duration.</p>
<p>Pre-Deliverables Documents <sup>2</sup></p>	<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>				
<p>Semester Deliverables</p>	<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>				
<p>May we kindly confirm where and how we can obtain a copy of the Bid Submission Form? Will we only have access to this form upon arrival at BSP Gate 3 Reception or can we get a printable version of this form?</p>	<p>Please see Bid Submission form (blank) attached to Bid Bulletin No. 2 for advance perusal of the bidders. The same can be obtained also near the bid box located at Gate 3 Reception Lobby, BSP Head Office.  Further, kindly refer to Item 4 of Annex “C” – Guidelines in the Submission of Bids and Conduct of Online Bid Opening including Online Tie-Breaking Procedures (Annex “C”) of the issued bidding documents for guidance in filling-up the Bid Submission form.</p>				
<p>May we kindly confirm if the submission is through physical submission or through electronic submission? If via physical</p>	<p>As stated under Item 7 of the Invitation to Bid, a bidder must submit its bid manually. The implementation of electronic bid submission is suspended in BSP, thus bids</p>				

**Annex – 1 of Bid Bulletin No. 2**

<b>Queries/ Requests for Clarifications from Prospective Bidders <i>(raised during pre-bid conference or verbatim excerpt of e-mail)</i></b>	<b>BSP's Response</b>
<p>submission, where should it be submitted and to whom?</p> <p>If via electronic submission, to whom should the electronic submission be made, to whom's e mail address should it be sent?</p>	<p>submitted through electronic means shall not be opened. For the procedures on submission of bids, refer to Annex "C" of the issued bidding documents.</p>
<p>May we request for an extension of the bid submission?</p>	<p>Please refer to Section III of Bid Bulletin No. 2 for the new schedule of submission and opening of bids.</p>
<p><b>Apsys Solutions and Technologies Inc.</b></p>	
<p>There are few issues that we would like to confirm, which is the ff:</p> <ol style="list-style-type: none"> <li>1. Minimum Requirements for BSP Project <p>Inquiry: One of our technical personnel would like to confirm if BSP require a software subscription or perpetual licenses, as according to our technical personnel the technical aspects are asking for perpetual licenses, whereas the bid cost sheet are asking for subscription.</p> </li> <li>2. A case of on premise server needed <p>Inquiry: Clarification if the bidder should supply any servers to run the software, as our technical personnel do not see any server requirement listed to the Bid Cost Sheet of the said project. Giving the assumption that it may not be needed, that is, BSP will provide suitably configured VM instances to run the purchased managers, kindly confirm.</p> </li> </ol>	<ol style="list-style-type: none"> <li>1. Perpetual license means solution can still work even without any subscription maintenance. Subscription means subscription for licenses.</li> <li>2. CsD confirms that Virtual Machine (VM) will be provided by BSP.</li> </ol>