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# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of Managed Security Services**

Government of the Republic of the Philippines

**Project No. 2023-CIMS(006)-PB-0031**

**October 2023**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

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

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

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

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

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





**INVITATION TO BID FOR**  
***Procurement of Managed Security Services***  
**Project No. 2023-CIMS(006)-PB-0031**

1. The **CREDIT INFORMATION CORPORATION (CIC)**, through the *Corporate Budget for FY 2023* intends to apply the sum of **Philippine Pesos Twelve Million, Six Hundred Fifty Thousand and 00/100 (PhP12,650,000.00)** being the ABC to payments under the contract for the *Procurement of Managed Security Services with Project No. 2023-CIMS(006)-PB-0031*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *CIC* now invites bids for the above Procurement Project. Delivery of the Goods is required within *thirty (30) calendar days upon receipt of Notice to Proceed*. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from CIC Finance and Administration Group – Procurement Unit at Telephone No. 8236-5900 loc. 134-135 and inspect the Bidding Documents at the address given below, Mondays to Fridays; from 8:00 AM to 5:00 PM.
5. A complete set of Bidding Documents may be acquired by the Interested Bidders at Exchange Corner Building, 107 V.A. Rufino Street corner Esteban St. Legaspi Village, Makati City, upon accomplishing a bidder’s information sheet (***Annex A***) starting October 6, 2023, Mondays to Fridays; from 8:00 AM to 5:00 PM, and upon payment of a non-refundable fee for the Bidding Documents amounting to **PhP20,000.00**.

Bidders may also opt to download the Bidding Documents free of charge from the Philippine Government Electronic Procurement System and the CIC Website (www.creditinfo.gov.ph) provided that Bidders shall pay the applicable fee for the Bidding Documents through online payment or bank transfer not later than the submission of their bids.

Credit Information Corporation  
Landbank of the Philippines  
Current Account No. 1802-1032-27

Bidders shall send the accomplished bidder's information sheet (*Annex A*) and the receipts or proof of payment to the Secretariat at the email address provided below for validation. Once validated, an e-copy of the Official Receipt will be emailed to them.

6. The *CIC* will hold a Pre-Bid Conference on ***October 13, 2023; 10:30 A.M.***, through video conferencing *via Zoom*, which shall be open to prospective bidders.

Prospective bidders who are interested in joining the pre-bid conference may contact the BAC Secretariat at the e-mail address provided below to request for a meeting invitation.

7. Bids must be duly received by the BAC Secretariat through **manual submission** at the Credit Information Corporation Lobby, Exchange Corner Building, 107 V.A. Rufino Street corner Esteban St. Legaspi Village, Makati City on or before ***October 25, 2023; 11:30 A.M.*** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on ***October 25, 2023; 12:00 P.M.*** at Credit Information Corporation, 4F, Exchange Corner Building, 107 V.A. Rufino Street corner Esteban St. Legaspi Village, Makati City and through video conferencing or webcasting *via Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Bidders may witness the opening of the bids *via Zoom* or in person. One (1) representative per bidder will be allowed entry to the venue provided.

For the purpose of constituting a quorum, both the physical and virtual presence of the BAC and TWG members shall be considered pursuant to GPPB Resolution No. 09-2020

Bidders shall submit their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the address indicated below.

10. The *CIC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

***BAC Secretariat***

Credit Information Corporation  
4F Exchange Corner Building  
107 V.A. Rufino cor. Esteban & Bolanos Sts.  
Legaspi Village, Makati City  
Telephone Nos. (632) 8236-5900 loc. 134-135  
Email address: [procurementunit@creditinfo.gov.ph](mailto:procurementunit@creditinfo.gov.ph)

12. For downloading of Bidding Documents, Prospective Bidders may visit the following websites:

- [www.creditinfo.gov.ph](http://www.creditinfo.gov.ph).
- <https://notices.philgeps.gov.ph/>

Date of Issuance of Bidding Documents: October 6, 2023

**signed**

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**MARIA LOURDES L. RIFAREAL**  
*BAC Chairperson*

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

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

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

## **1. Scope of Bid**

The Procuring Entity, *Credit Information Corporation (CIC)*, through its Credit Information Management Services wishes to receive Bids for the *Procurement of Managed Security Services*, with identification number 2023-CIMS(006)-PB-0031.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot only, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for FY 2023 in the amount of *PhP12,650,000.00*

2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget.

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, prospective bidder should have completed, within a period of five (5) years immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least fifty percent (50%) of the ABC of the lot bid for; OR have completed, within a period of five (5) years immediately preceding the deadline for submission of bids, at least two (2) similar contracts and the total of the aggregated contract amount should be equivalent to at least fifty percent (50%) of the ABC of the lot bid for; and the largest of these similar contracts must be equivalent to at least twenty-five percent (25%) of the ABC of the lot to be bid.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

**Subcontracting is not allowed.**

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *Five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;

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

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) calendar days from opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.



## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as:

One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

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

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

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Managed Security Services and/or Managed Services specific to security</i></li> <li>b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids</li> </ul>
7.1	<b><i>Subcontracting is not allowed.</i></b>
12	The price of the Goods shall be quoted DDP <i>with the place of destination in the Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <u>PhP253,000.00</u> <i>[equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <u>PhP632,500.00</u> <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
15	<p>Each Bidder shall submit one (1) original and submit a copy of each of the Technical Component and the Financial Component of their bids in separate envelopes, respectively. Then, the bidders shall seal and mark the original and the copies of their bids.</p> <p>Bidders must arrange bid documents into sections with tabs properly labeled, separating each document, according to the provided checklist.</p> <p>The duplicate- i.e. copy 1, must include the same documents as that of the original set of documents.</p>

	Unsealed or unmarked bid envelopes, shall be rejected. However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.											
16.1	Bids submitted after the deadline shall not be accepted by the BAC.											
19.3	<table border="1"> <thead> <tr> <th><i>Description</i></th> <th><i>Qty</i></th> <th><i>UOM</i></th> <th><i>Approved Budget for the Contract</i></th> </tr> </thead> <tbody> <tr> <td><i>Procurement of Managed Security Services</i></td> <td><i>1</i></td> <td><i>Lot</i></td> <td><i>PhP12,650,000.00</i></td> </tr> </tbody> </table>				<i>Description</i>	<i>Qty</i>	<i>UOM</i>	<i>Approved Budget for the Contract</i>	<i>Procurement of Managed Security Services</i>	<i>1</i>	<i>Lot</i>	<i>PhP12,650,000.00</i>
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20	<p><b>Post-Qualification</b></p> <p>The following shall be required:</p> <ol style="list-style-type: none"> <li>1. Income Tax Returns for taxable 2022 (BIR Form 1701 or 1702); and</li> <li>2. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the six months immediately prior to the opening of bids.</li> </ol> <p><i>Only tax returns filed and taxes paid through the Electronic Filing and Payment System (EFPS) shall be accepted.</i></p> <ol style="list-style-type: none"> <li>3. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document</li> <li>4. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas</li> <li>5. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</li> <li>6. Audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.</li> </ol>											
21	<i>No further instructions.</i>											

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

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

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

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

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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



## *Section V. Special Conditions of Contract*

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

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p>The Procuring Entity’s address for Notices is:            Credit Information Corporation            4F Exchange Corner Building 107 V.A. Rufino cor. Esteban &amp; Bolanos Sts.            Legaspi Village, Makati City            Email: <a href="mailto:procurementunit@creditinfo.gov.ph">procurementunit@creditinfo.gov.ph</a>            Telephone: (632) 8236-5900 loc. 134-135</p>
	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [<i>indicate place of destination</i>]. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered [<i>indicate place of destination</i>]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p><b>CHRISTOPER L. TUMPALAN</b>            Senior Vice President            Credit Information Management Services</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ol>

- |  |   |
|--|---|
|  | <p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> |
|--|---|

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

**Packaging –**

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

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
	<p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	<b>Intellectual Property Rights –</b>  The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payment shall be made on the following:  1. Payment shall be made on a <b>quarterly basis</b> subject to submission of billing statement and other supporting documents by the SP, subject to the issuance of certificate of satisfactory service by CIC.  2. The start of billing shall be based on the date of issuance of “Certificate of Acceptance”.
4	The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.





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

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

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

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

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

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

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

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

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

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

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

# Terms of Reference

## 1. Overview

The Credit Information Corporation (CIC) is mandated to collect and aggregate borrower’s credit data to establish the credit worthiness of borrowers. Managed Security Services play an important role in the collection and data processing activities of the CIC. CIC needs a qualified Managed Service Provider that will provide 24/7 security operations such as security monitoring, threat detection and incident response.

## 2. Purpose

The CIC aims to equip with the strategic insight needed to prioritize and respond to critical security incidents. The managed service reduces CIC’s security operation cost as well as extends the capability of its limited security team to accelerate its detection, response and compliance to regulatory requirements such as the Data Privacy Act of 2012 (DPA)

## 3. Scope

The managed service covers all the identified equipment log sources at the Data Center and Executive Office for one (1) year.

## 4. Definition of Terms

Term	Definition
<b>Firewall</b>	It is a network security system that monitor and control incoming and outgoing network traffic based on predetermined security rules. It typically establishes a barrier between a trusted network and an untrusted network, such as the internet.
<b>Security Operation Center</b>	It is a centralized function within an organization employing people, processes, and technology to continuously monitor and improve an organization's security posture while preventing, detecting, analyzing, and responding to cybersecurity incidents.
<b>Intrusion Detection and Prevention</b>	It identifies malicious activity, log information about the activity, report and attempt to block or stop it.
<b>Privileged Access Management</b>	Refers to a class of solutions that help secure, control, manage and monitor privileged access to critical assets.
<b>Service Level Agreement (SLA)</b>	A commitment between a service provider and a client. Particular aspects of the service – quality, availability, responsibilities – are agreed between the service provider

	and the service user
<b>Data Loss Prevention (DLP)</b>	Software detects potential data breaches/data ex-filtration transmissions and prevents them by monitoring, detecting and blocking sensitive data while in use (endpoint actions), in motion (network traffic), and at rest (data storage)
	<i>--Definitions are retrieved from Wikipedia.</i>

## 5. Duties and Responsibilities

### 5.1 Service Provider

The Service Provider's responsibilities with respect to this project are as follows:

1. Provide an implementation timeline and a detailed implementation plan specifying installation design, detailed activities and network diagram. The implementation and test plan must be based on the CIC provided document template.
2. The implementation of the delivery and installation of licenses as well as managed services must be completed within thirty (30) calendar days from the receipt of the Notice to Proceed (NTP). Otherwise, the SP shall pay a penalty in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.
3. Provide a Service Deliver Manager (SDM) as a single point of contact for technical support and service delivery concerns. The SDM shall notify the CIC seven (7) days prior to any scheduled maintenance and other service interruption. The same shall likewise submit quarterly reports to the CIC to attest compliance to the SLA.
4. Provide 24x7 technical support facility and capability, consisting of online help-desk facility and competent technical support personnel as described in Section 6.3.

### 5.2 Credit Information Corporation

CIC's responsibilities with respect to this project are as follows:

1. Grant the Service Provider's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned personnel of the CIC Technical Support Department.

2. Secure the necessary access pass and building permit required by the building administrator and assumes responsibility for the safe custody and use of the equipment installed by the Service Provider.
3. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the Service Provider.
4. Issuance of a Certificate of Inspection and Acceptance to the Service Provider upon successful completion of the testing certifying that the Service Provider conforms to all requirements stipulated in this document.
5. Pursuant to General Procurement Policy Board (GPPB) Resolution No. 019-2006 dated 06 December 2006, at the end of each year, the CIC will conduct an assessment of the quality of service provided particularly the cost charged by the Service Provider and the range of services it offers against other service providers in the area.
6. Conducts assessment/evaluation of the Service Provider 60 days before the end of the contract.

## 6. Requirements

### 6.1. General

Items	Requirements	Statement of compliance (“Comply’ or “Not Comply”)	Evidence of Compliance
1. Service Provider	a) Duly notarized statement that the Service Provider has been in business of providing Managed Security Services for at least five (5) years prior to the deadline for the submission of bids.  b) Security Operation is housed in a data center grade facility compliant (certified) to industry best practices such as 1) ISO 27001:2013 Information Security Management System (ISMS) 2) Other Information Security Certifications  c) CIC’s existing Providers for project not related to Managed		

	Security Services are excluded and not eligible in participating on the bidding.		
2. Service Delivery Manager	<p>a) The Service Provider shall assign a Service Delivery Manager (SDM) to CIC for the project to ensure all requirements of this contract are successfully delivered to CIC.</p> <p>b) The SDM must have at least three (3) year service delivery or project management experience in handling similar project implementation.</p> <p>c) The SDM must have one or more of the following CISSP, CISM, ITIL-F, PMP, and Prince2 certification. (Provide curriculum vitae and related certifications)</p>		
3. Security Analyst	<p>a) Alongside with the 24/7 SOC Analysts, the Service Provider shall assign at least two (2) Security Analysts to the CIC project to monitor CIC account and must be engaged during onboarding and incident response activities. They must be permanent employees of the Service Provider for at least one and half (1 1/2) years. (Provide Cert. of Employment, updated curriculum vitae &amp; related certifications).</p> <p>b) There should be at least more than 10 certified security operations analyst that will monitor CIC's environment. Security operation analysts shall have one or more of the following CEH, CISSP, GCIH, CySA+, CHFI, eCHTP, ITIL-F, or any equivalent security certifications. Please submit list of certificates and credentials.</p> <p>c) The service provider must have Security Analyst with different specializations such as Incident Response, File System Forensics,</p>		



	Network Forensics, Threat Hunting, and Threat Intelligence.		
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## 6.2. Technical Requirements

Items	Requirements	Statement of compliance (“Comply” or “Not Comply”)	Evidence of Compliance
1.Service Provider Capability	<ul style="list-style-type: none"> <li>a) 24x7 Security Operations and Response</li> <li>b) Manage/Own a local or global Security Operation Center (SOC)</li> <li>c) The Service Provider should have Disaster Recovery (DR) for the primary SOC</li> <li>d) The Service Provider should support any SIEM and should be platform agnostic.</li> <li>e) The Service Provider should have Cyber Security Advisory services to enable consultative support during monitoring</li> <li>f) The Service Provider must have a security operations center for local monitoring and local incident response</li> <li>g) The SOC Services must be operational within 30 calendar days from the date of award and have at least 90% on-boarded in-scope assets</li> <li>h) The Service Provider must be able to create or provide custom parsers without any additional charge for unsupported assets and log messages.</li> <li>i) The Service Provider shall use a platform that must be industry recognized by technology research companies such as Gartner or Forrester since 2020.</li> </ul>		

	<p>j) If the service of non-local incident responders will be necessary, the service provider shall shoulder their expenses.</p>		
<p>2. Security Monitoring</p>	<p>a) Log collection and transport</p> <ol style="list-style-type: none"> <li>1. The service provider shall collect and store log data from different sources in the CIC network.</li> <li>2. Log sources includes: <ol style="list-style-type: none"> <li>1)Firewall/IDS</li> <li>2)Network monitoring solutions</li> <li>3)End-Point protection management server</li> <li>4) Active Directory Servers</li> <li>5) Web Application Server logs</li> <li>6) Database Audit vault and DB Firewall logs</li> </ol> </li> <li>3. The Service Provider shall assist in the setup and configuration of existing log management and correlation facility to achieve Service Level Agreement</li> <li>4. The Service Provider shall design and setup secure connectivity from CIC to Service Provider's SOC for log transfer.</li> <li>5. The Service Provider must be able to capture real-time log data from monitored hosts and devices in the CIC infrastructure.</li> <li>6. The Service Provider must ensure security of captured data from disclosure to dis-interested parties.</li> <li>7. The Service Provider must ensure availability of online log and events up to twelve (12) months within their facility.</li> </ol>		

	<p>8. The Service Provider must ensure availability of offline log and events up to twelve (12) months within their facility.</p> <p>9. The Service Provider should have financial sector professionals to support monitoring of IT enabled controls for monitoring.</p> <p>10. Logs can be downloaded or destroyed once the contract ends.</p> <p>b) Monitoring, correlation and classification of security events</p> <p>1. The Service Provider shall monitor system logs, security events, vulnerability data, host network intrusions and file integrity data.</p> <p>2. The Service Provider shall ensure logging facility receives needed data to achieve agreed service levels.</p> <p>3. The Service Provider shall apply correlation and classification policies to SEIM facility.</p> <p>4. The Service Provider using captured data and policies shall correlate and classify security events.</p> <p>5. The Service Provider's platform must have a capability to detect web application based attacks and vulnerabilities against CIC's Web assets.</p> <p>6. The Service Provider must use a platform with deep-packet inspection capability to be able to capture and monitor network packets/traffic in order to detect and hunt for network based anomalies.</p>		
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	<ol style="list-style-type: none"> <li>7. The Service Provider must use a platform that can detect lateral movement, brute force attacks, privilege escalation, and CnC exploit attempts using the collected network traffic/packet data.</li> <li>8. The Service Provider must use a platform that has a File Integrity Monitoring capability.</li> <li>9. The Service Provider must be able to detect vulnerabilities existing to CIC assets through regular vulnerability scans. It should support internal, external, and web applications scan.</li> <li>10. The Service Provider must be able to perform discovery scans to help detect unauthorized applications or assets residing on CIC's network.</li> <li>11. The Service Provider must use a platform that has an adjustable scanning schedules and targets.</li> <li>12. The Service Provider must use a platform that has capability in detecting anomalous processes and file less malware on CIC's servers.</li> <li>13. The Service Provider shall ensure the confidentiality of security events.</li> <li>14. The Service Provider shall ensure access to these correlated and classified events to CIC security team.</li> <li>15. The Service Provider should support compliance to ISO 27001, Data Privacy Act and/or BSP c982 requirements.</li> </ol>		
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	<p>16. The Service Provider must regularly perform Active Directory assessments to existing CIC domains. Reports must be included and discussed during monthly service reporting.</p> <p>17. The Active Directory assessment must cover at least the following:</p> <ol style="list-style-type: none"> <li>1. Active Sessions</li> <li>2. Domain Relationships</li> <li>3. Possible Attack Paths</li> <li>3. Shortest Path to traverse and compromise the domain/admin account</li> <li>4. Unknown/Unauthorized Accounts</li> </ol> <p>c) Incident Notification</p> <ol style="list-style-type: none"> <li>1. The Service Provider shall rate the risks of security incidents and provide notification to the CIC via SMS, Email, or Phone.</li> <li>2. The Service Provider shall provide expert assessment (technical deep dive) of security incidents to CIC.</li> <li>3. The Service Provider shall create a ticket of each security incident in CIC's help-desk system for appropriate action by the CIC.</li> <li>4. The Service Provider shall alert CIC's nominated point of contact as security incidents are detected.</li> <li>5. The Service Provider shall rate security incidents based on or similar to the following risk rating matrix:</li> </ol> <table border="0" data-bbox="443 1711 874 1850"> <tr> <td>Urgency/Impact</td> <td>High</td> <td>Med.</td> <td>Low</td> <td>Very Low</td> </tr> <tr> <td>&lt; 2 Hrs</td> <td>P1</td> <td>P2</td> <td>P2</td> <td>P3</td> </tr> <tr> <td>2-12 Hrs</td> <td>P2</td> <td>P2</td> <td>P3</td> <td>P4</td> </tr> <tr> <td>12-24 Hrs</td> <td>P2</td> <td>P3</td> <td>P3</td> <td>P4</td> </tr> <tr> <td>&gt; 24 Hrs</td> <td>P3</td> <td>P3</td> <td>P4</td> <td>P4</td> </tr> </table> <p>Impact: Severity of the security incident to CIC's critical assets  Urgency: How soon the security incident must be addressed?</p>	Urgency/Impact	High	Med.	Low	Very Low	< 2 Hrs	P1	P2	P2	P3	2-12 Hrs	P2	P2	P3	P4	12-24 Hrs	P2	P3	P3	P4	> 24 Hrs	P3	P3	P4	P4		
Urgency/Impact	High	Med.	Low	Very Low																								
< 2 Hrs	P1	P2	P2	P3																								
2-12 Hrs	P2	P2	P3	P4																								
12-24 Hrs	P2	P3	P3	P4																								
> 24 Hrs	P3	P3	P4	P4																								

	<p>6. Change requests (Time to complete an approved written change request from CIC; excludes CIC controlled activities): 5 Business Days</p> <p>7. Incident Rating Time (Time to rate a Security Incident): &lt; 60 Minutes</p> <p>8. Method to notify CIC of P1 Security Incidents: SMS plus Phone call.</p> <p>9. Method to notify CIC of P2 Security Incidents: SMS or Email.</p> <p>10. Method to notify CIC of P3 Security Incidents: Email.</p> <p>11. Method to notify CIC of P4 Security Incidents: Email</p> <p>12. Time agreed to report a P1 Security Incident: within 15 Minutes</p> <p>13. Time agreed to report a P2 Security Incident: within 30 Minutes</p> <p>14. Time agreed to report a P3 Security Incident: within 1 day</p> <p>15. Time agreed to report a P4 Security Incident: within 3 days</p> <p>16. Monthly monitoring service management and preparation of monthly service reports</p> <p>d) Privilege Account Monitoring Capabilities</p> <ol style="list-style-type: none"> <li>1. The Service Provider must provide informative service reports that includes PAM top users, top accounts, alerts, warnings, and user activities based on the agreed reporting period etc.</li> <li>2. The Service Provider must be able to detect critical</li> </ol>		
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	<p>commands executed by the users such as file deletion, shutdown, restart which may affect CIC's service availability.</p> <p>3. The Service Provider must be able to monitor and come up with a watchlist of users that may be performing suspicious activities.</p>		
<p>3. Threat Detection</p>	<p>a) Full 24x7 threat monitoring by skilled security analysts, including targeted threat hunting to validate potential threats or validate spread across the network.</p> <p>b) The Service Provider must perform regular proactive threat hunting to detect possible indicators of compromise or anomalous activities from the collected data of CIC. Results of the threat hunting efforts can be crafted and turned into correlation rules that will be triggered when the same threat criteria are observed.</p> <p>c) Proactive threat hunting as needed to validate zero-day threats and to understand the breadth and depth of an attack.</p> <p>d) Detailed, in-depth understanding of the attack, providing with actionable insights about where the attacker went, what they did and how many devices were affected.</p> <p>e) Disrupts future attacks by an understanding of root cause to address any potential policy gaps.</p> <p>f) Provides actionable list of hosts affected and best practices advice and assistance with incident response and remediation activities.</p> <p>g) Provide threat advisory to the CIC on emerging threats in the</p>		

	<p>industry.</p> <p>h) Submit regular detection reports on a weekly, monthly, and quarterly basis.</p> <p>i) The Service Provider's Threat Intelligence Platform (TIP) must have the capability to collect intelligence from multiple sources and automatically enrich the platform; threat intelligence sources must be relevant to CIC's environment, e.g. banking &amp; finance, credit bureau, financial fraud, etc.</p> <p>j) The platform categorizes intelligence to help perform analytics on threats, recognize tactics, techniques, and procedures (TTPs), and understand relationships through modeling and visualizations.</p> <p>k) The platform provide action by supporting various integration via Application Program Interfaces (APIs) and email notifications.</p> <p>l) The platform is actively collaborating with other members of trusted treat intelligence community (provide list).</p> <p>m) The platform provides integration with log management and security solutions of the CIC.</p> <p>n) The Service Provider should provide vulnerability advisory based on the assets of the CIC.</p> <p>o) The Service Provider should provide monthly threat briefings (presentation) on current global and local cyber security threat.</p>		
4. Incident Response	<p>a) Review of the CIC's Security Incident Response Plan.</p> <p>b) Provide technical assistance to the CIC CSIRT during breach.</p> <p>c) During compromise, the service</p>		



	<p>provider must be able to immediately contain/isolate the identified malicious processes or in-scope servers remotely using the platform provided.</p> <p>d) Provide network/firewall/web application breach response.</p> <p>e) Identification and cleansing or containment of malicious code, malware, spyware, and system-file hacks.</p> <p>f) Root cause analysis to identify the intrusion vector and provide mitigating procedures to address network and system vulnerabilities.</p> <p>g) Identify indicators of compromise and scan network to search for other laterally infected systems.</p> <p>h) The Service Provider should provide insider threat investigation if needed.</p> <p>i) The Service Provider should provide employee misconduct investigations if needed.</p> <p>j) The Service Provider should provide incident and investigation reports.</p> <p>k) The Service Provider should have in-house Cyber security forensic specialist to support advanced investigation. Must be supported by certification or training (recent).</p> <p>l) As part of containment, the Service Provider should be able to terminate on-going remote sessions if the specific host/user was observed or involved in a potential security incident.</p> <p>m) The Service Provider should be capable to temporarily deactivate/disable/demote accounts observed involved in possible security incident to</p>		
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	<p>prevent access to CIC's assets.</p> <p>n) The Service Provider must be able to blacklist a specific IP Address involved in a security incident from accessing and using the PAM Solution to prevent malicious access and lateral movements to CIC assets.</p>		
<p>5.Privileged Access Management</p>	<p>a) The proposed solution must be deployable on-premise, hybrid, and provided as a cloud offering.</p> <p>b) The proposed solution must have a native integration with Active Directory (AD) and support LDAP(s), and must be capable of automating new user onboarding for AD accounts.</p> <p>c) The proposed solution must support out-of-the-box integrations with DUO, FIDO2, and any TOTP solution.</p> <p>d) The proposed solution must support IP Address whitelisting for access users.</p> <p>e) The proposed solution must support the below listed workflows. Please describe any additional workflow capabilities not listed.</p> <ol style="list-style-type: none"> <li>1. Justification for Access (user must submit a reason/comment before accessing)</li> <li>2. Access Approval (single and/or multi-tiered)</li> <li>3. Account Check Out (one-time password)</li> <li>4. Just-in-Time Administration</li> <li>5. Dual Control (four-eyes principle)</li> </ol> <p>f) The proposed solution must support forwarding logs to a SIEM platform.</p> <p>g) The proposed solution must support keystroke capturing for Linux, Unix, and Windows Operating Systems.</p>		

	<p>h) The proposed solution must support the automatic recording of session connectors with and without notification to the user.</p> <p>i) The proposed solution must protect data at rest and in motion.</p> <p>j) The solution must provide a single-pane of glass interface for all access and configurations for all functions, e.g., administration, auditing, reporting, vaulting, policies, session connectors, account discovery, and web services.</p> <p>k) The solution must not require browsers plugins (Flash, Java, etc.) for any function of accessing, initiating, reviewing, administration, or management.</p>		
<p>6. Vulnerability Assessment</p>	<p>a) The Service Provider should conduct semi-annual vulnerability assessment to identify potential threats and vulnerabilities that may be visible from external network.</p> <p>b) Test web applications against OWASP top 10.</p> <p>c) The following public-facing web sites must be covered by the tests.</p> <ol style="list-style-type: none"> <li>1)www.creditinfo.gov.ph</li> <li>2)cisportal.creditinfo.gov.ph</li> <li>3)ftp.creditinfo.com.ph</li> <li>4)ftp-test.creditinfo.com.ph</li> <li>5)online.creditinfo.com.ph</li> <li>6)online-test.creditinfo.com.ph</li> <li>7)a2a.creditinfo.com.ph</li> <li>8)a2a-test.creditinfo.com.ph</li> <li>9)mk1.creditinfo.com.ph</li> <li>10)cb1.creditinfo.com.ph</li> <li>11) mk2.creditinfo.com.ph</li> </ol> <p>d) The Service Provider should execute non-disruptive attack-simulation to determine weaknesses of target information systems.</p> <p>e) The Service Provider should</p>		

	<p>identify the risk level where CIC is exposed so that appropriate counter measures can be developed and applied.</p> <p>f) The Service Provider must recommend solutions to discovered issues.</p> <p>g) The Service Provider must monitor remediation of identified risks.</p>		
<p>7. Data Loss Prevention Service</p>	<p>a) The solution shall provide a single brand and deployment of Data Leakage Prevention (DLP) for Network, End Point DLP Solution, Encryption for Hard Disk (PC and Laptop), Encryption for Removable Media, Encryption for Files and Folder on the Host (PC and Laptop). All the solution should be managed by a single console</p> <p>b) The DLP solution shall have the ability to monitor and prevent the transfer of confidential data via email.</p> <p>c) The DLP solution shall have the ability to monitor and prevent the transfer of confidential information through Instant Messaging applications.</p> <p>d) The DLP solution shall blocks user attempts to copy or paste confidential information onto Facebook or public web forum.</p> <p>e) DLP Endpoint for Windows shall protect against data loss from:</p> <ol style="list-style-type: none"> <li>1. Clipboard software</li> <li>2. Cloud applications</li> <li>3. Email</li> <li>4. Network shares</li> <li>5. Printers</li> <li>6. Screenshots</li> <li>7. Specified applications and browsers</li> </ol> <p>f) The DLP solution shall have the ability to inspect documents in real-time transit for confidential</p>		

	<p>data and take action.</p> <p>g) The DLP solution shall have the ability to create custom Regular Expression patterns to be used in protection rules.</p> <p>h) The DLP solution shall have the ability to assign rules and policies to Active Directory users and groups.</p> <p>i) The Service Provider should provide recommendations and continuous optimizations to ensure that the DLP produces minimal false positive detections to avoid affecting user productivity.</p> <p>j) The service provider must be able to provide consultation and workshops to CIC on how to properly implement the DLP program to be able to maximize the benefits CIC will get from the service.</p>		
8. Continuous Active Directory Assessment	<p>a) The Service Provider should be able to perform monthly Active Directory assessment to CIC's Active Directory services.</p> <p>b) The Service Provider should be able to include Active Directory assessment results on the monthly/quarterly service reporting for CIC.</p> <p>c) The Service Provider should be able to identify the gaps or weaknesses an Active Directory environment in which the attackers can use for lateral movements.</p> <p>d) The Service Provider must establish a secure methodology in transmitting the active directory assessment results from CIC to the SOC for in-depth analysis.</p>		
9. Phishing Simulation and Security	<p>a) The Service Provider must perform blind phishing simulations on a semi-annual</p>		

<p>Awareness Training</p>	<p>basis that is tailored fit to the profile and environment of CIC. The phishing simulation's objective is to measure the performance of CIC on how they interact with the released campaigns.</p> <p>b) The Service Provider must provide random phishing campaign simulation with Red Flag Indicators and Remedial training contents when a user has failed the phishing test. The objective is to provide experience-based learning.</p> <p>c) The Service Provider must provide security awareness trainings to the target users through a learning portal that a user can access.</p> <p>d) The Service Provider should provide regular or cyclic newsletters or posters/banners that will complement the security awareness program.</p> <p>e) The Service Provider must be able to create personalized or targeted campaigns based on the role and function of the target individual or group.</p> <p>f) The service provider should provide quarterly training progress report to CIC to give an insight how many users have completed the trainings, still in progress, or those who have not engaged totally on the training contents that were provided.</p> <p>g) The Service Provider should provide phishing simulation and proficiency test report on a semi-annual basis that contains the following information:</p> <ol style="list-style-type: none"> <li>1. Phishing Scores per Group and Organization</li> <li>2. Committed Phishing Failures (Replies, Attachment Opens, Providing Information on Webpages, Clicks)</li> </ol>		
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	<p>3. Proficiency Scores by Group / Organization</p> <p>4. Proficiency Scores based on different security area</p>		
10. Knowledge/ Technology Transfer	<p>a) Conduct an incident response readiness training or incident response exercises to CIC CyberSecurity Incident Response Team (CSIRT).</p> <p>b) Develop incident response playbooks and conduct table-top exercises on the following:</p> <ol style="list-style-type: none"> <li>1. Widespread malware incident</li> <li>2. Data breach of CIS</li> <li>3. Phishing attacks</li> <li>4. Web defacement</li> <li>5. Ransomware incident</li> </ol> <p>c) The service provider must provide trainings and certifications for the following:</p> <ol style="list-style-type: none"> <li>1. ISO 27701 Lead Implementor Quantity: 2</li> <li>2. PECB Risk Management Quantity: 2</li> </ol>		

### 6.3. Service Level

Items	Requirements	Statement of compliance (“Comply’ or “Not Comply”)	Evidence of Compliance
1. Help Desk	<p>a) The Service Provider must establish a single point of contact or help-desk facility that will provide timely and responsive technical support services.</p> <p>b) The Service Provider must provide help-desk hotline numbers, url and/or e-mail.</p>		
2. Change Requests (CR)	CR must be acknowledged by the Service Provider within four (4) hours upon receipt, Mondays to Fridays, 8:00-5:00 PM.		

## 7. Contract Termination

Both parties have the option or terminate the contract acceptable to both parties based on the Philippine Government Procurement Reform Act and its Implementing Rules and Regulations, GPPB Guidelines or its issuances, and other Philippine laws as applicable.

Pursuant to Annex I of the 2016 Revised Implementing Rules and Regulations, as of 15 July 2022, of the Republic Act No. 9184, the CIC reserves the right to terminate the Procurement of Managed Security Services Agreement on the following grounds:

a. Termination by Default:

1. Pursuant to Section 68 of the 2016 Revised IRR, when outside of force majeure, the SP fails to deliver or perform any or all of the contract deliverables within the period specified in the contract, or within any extension thereof granted by the CIC pursuant to a request made by the SP prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
  2. Pursuant to Section 68 of the 2016 Revised IRR, the SP, as a result of the force majeure, is unable to deliver or perform any or all of the contract deliverables, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of notice from the CIC stating that the circumstances of force majeure is deemed to have ceased; or
  3. The SP fails to perform any other obligation under the contract.
- b. Termination for Convenience, in whole or in part. If the CIC has determined the existence of conditions that make the contract implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event/s or changes in law and national government policies.
- c. Termination for Insolvency. If the SP is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction.
- d. Termination for Unlawful Acts. In case it is determined prima facie that the SP engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

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Name of Company

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Signature over Printed Name of  
Authorized Representative

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Date



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

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

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class “B” Documents*

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

#### Other documentary requirements under RA No. 9184 (as applicable)

- (i) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**II. FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

# ***BID FORMS***

- Annex A** - CONTRACT AGREEMENT FORM
- Annex B** - BID SECURING DECLARATION FORM
- Annex C** - FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)
- Annex D** - OMNIBUS SWORN STATEMENT
- Annex E** - BID FORM FOR THE PROCUREMENT OF GOODS
- Annex F.1** - PRICE SCHEDULE FOR GOODS OFFERED WITHIN THE PHILIPPINES
- Annex F. 2** - PRICE SCHEDULE FOR GOODS OFFERED FROM ABROAD
- Annex G** - STATEMENT OF: (i) ONGOING CONTRACTS AND; (ii) AWARDED BUT NOT YET STARTED CONTRACTS
- Annex H** - STATEMENT OF SINGLE LARGEST COMPLETED CONTRACTS SIMILAR TO THE CONTRACT TO BE BID
- Annex I** - JOINT VENTURE AGREEMENT
- Annex J** - NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM
- Annex K** - SUPPLIER'S LETTERHEAD

**Contract Agreement Form for the Procurement of Goods (Revised)**

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between **CREDIT INFORMATION CORPORATION (CIC)** of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract**



REPUBLIC OF THE PHILIPPINES) S.S.  
MAKATI CITY, METRO MANILA )

ACKNOWLEDGEMENT

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

<b>Name</b>	<b>Competent Evidence of Identification</b>	<b>Date of Issue/ Expiry Date</b>	<b>Place of Issue</b>

They are both known to be the same persons who signed the foregoing document and acknowledged to me that their signature/s proven their free acts and the identity/ies they represent.

WITNESS MY HAND AND SEAL on the date and place first above written.

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

**Bid Securing Declaration Form**

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

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

**BID SECURING DECLARATION**  
**Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*  
*[Insert signatory’s legal capacity]*  
Affiant



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

Witness my hand and seal this \_\_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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

**FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)**

To : Credit Information Corporation  
6F Exchange Corner Building  
107 V.A. Rufino cor. Esteban & Bolanos Sts.  
Legaspi Village, Makati City

WHEREAS, \_\_\_\_\_ (*Name and Address of Supplier*) (hereinafter called "the Supplier") has undertaken, in pursuance of Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ to execute (*Name of Contract and Brief Description*) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Defects of Liability Certificate.

SIGNATURE AND SEAL OF THE  
GUARANTOR  
NAME OF BANK  
ADDRESS  
DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

---

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

**AFFIDAVIT**

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

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

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

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

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

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

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

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

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized

representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

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

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

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

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

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

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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

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

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

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

*[Insert signatory's legal capacity]*

Affiant

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

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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

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

---

**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

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

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

**Annex “F.1”**

**Price Schedule for Goods Offered from Within the Philippines**

*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x (col 4)

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



## *Price Schedule for Goods Offered from Abroad*

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

### *For Goods Offered from Abroad*

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

### Annex “G”

#### STATEMENT OF: (i) ONGOING CONTRACTS AND; (ii) AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A.) Manufacturer B.) Supplier C.) Distributor

\_\_\_\_\_  
Name and Signature of  
Authorized Representative

\_\_\_\_\_  
Date

**\*Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
  - i. **The day before the deadline of** submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) **“Name of Contract”**. Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. *Example: “Supply and Delivery of Generator Set”*

### Annex “H”

#### STATEMENT OF SINGLE LARGEST COMPLETED CONTRACTS SIMILAR TO THE CONTRACT TO BE BID

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following completed contracts within the period CY 2018 and up to the day before the deadline for submission of bids:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user’s Acceptance	Date of Official Receipt	Bidder is A.) Manufacturer B.) Supplier C.) Distributor

\_\_\_\_\_  
Name and Signature of  
Authorized Representative

\_\_\_\_\_  
Date

**\*Instructions:**

- a) Cut-off date as of:
  - (i) **Up to the day before the deadline of** submission of bids.
- b) **In the column under “Dates”, indicate the dates of Delivery/ End-user’s Acceptance and Official Receipt.**
- c) **“Name of Contract”. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: “Supply and Delivery of Generator Set”**

**JOINT VENTURE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_ at \_\_\_\_\_ City, Philippines by and among:

\_\_\_\_\_. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

- and -

\_\_\_\_\_. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

- and -

\_\_\_\_\_ a foreign corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

(Henceforth collectively referred to as the "**Parties**")

**WITNESSETH: That**

**WHEREAS**, the Credit Information Corporation has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of \_\_\_\_\_ for the \_\_\_\_\_;

**WHEREAS**, the parties have agreed to pool their resources together to form the “\_\_\_\_\_ Joint Venture”, hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of CIC;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I**  
**ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “\_\_\_\_\_”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at \_\_\_\_\_;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the \_\_\_\_\_ in all biddings, related procurement transactions and other official dealings that it shall enter into with the CIC and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to CIC, as described in Article II hereof, or upon its termination for material breach of any term or

condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

**ARTICLE II  
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the CIC Bids and Awards Committee for the supply and delivery of \_\_\_\_\_ for the \_\_\_\_\_.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to CIC, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III  
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the CIC, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV  
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of \_\_\_\_\_ (Php ) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	_____ .00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the

accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V**  
**MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the CIC in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the \_\_\_\_\_, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES     )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.  
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of \_\_\_\_\_ (indicate also the Province in the case of Municipality), this \_\_\_\_\_ day of \_\_\_\_\_ (month & year) personally appeared the following:

Name	ID Name, Number and Validity Date
------	-----------------------------------

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

**NAME OF NOTARY PUBLIC**  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_, [date issued], [place issued]  
IBP No. \_\_, [date issued], [place issued]

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

Note:  
“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;*



**NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM**

A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from date of bid submission.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P \_\_\_\_\_

\_\_\_\_\_

K = 15 regardless of contract duration

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped “RECEIVED” by the BIR or its duly accredited or authorized institution for the preceding year which should not be earlier than two (2) years from date of bid submission.

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

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

*NOTE: If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.*

**SUPPLIER’S LETTERHEAD**

\_\_\_\_\_  
Date

**MARIA LOURDES L. RIFAREAL**

Chairperson  
CIC Bids and Awards Committee  
6F Exchange Corner Building  
107 V.A. Rufino St., cor. Esteban & Bolanos Sts.  
Legaspi Village, Makati City

Dear Ms. Rifareal:

This has reference to Public Bidding No. for \_\_\_\_\_ (Name of Project) \_\_\_\_\_ (Name of Company) \_\_\_\_\_ respectfully requests for the following:

- Withdraw of Bid Submissions
- Refund of Bid Security  
(Attached is a photocopy of the Credit Information Corporation Official Receipt)
- Cancellation of Credit Line Certificate

It is understood that \_\_\_\_\_ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

\_\_\_\_\_  
**Authorized Signatory for the Company**





**BIDDER'S INFORMATION SHEET**

**ANNEX A**

Directions: Please fill out all information requested legibly. Also, place a checkmark (✓) in the box(es) corresponding to all applicable items.

To be filled by Procurement Officer only:  
Control No.: \_\_\_\_\_

DATE : \_\_\_\_\_  
PROJECT NO.: **2023-CIMS(006)-PB-0031**  
PROJECT: **Procurement of Managed Security Services**  
TOTAL ABC: **PhP 12,650,000.00**

Cost of Bidding Documents – 

Lot 1	PhP 20,000.00
-------	---------------

GENERAL INFORMATION

FULL NAME OF FIRM/COMPANY: \_\_\_\_\_

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

TEL. NO(S). : \_\_\_\_\_

FAX NO(S). : \_\_\_\_\_

EMAIL ADD. : \_\_\_\_\_

PERSON MANAGING AFFAIRS OF THE FIRM

NAME : \_\_\_\_\_

POSITION : \_\_\_\_\_

TEL. NO. : \_\_\_\_\_

MOBILE NO. : \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

NAME : \_\_\_\_\_

POSITION : \_\_\_\_\_

TEL. NO. : \_\_\_\_\_

MOBILE NO. : \_\_\_\_\_

Where did you find out about this project?  PhilGEPS  CIC website  Others

Bid Docs: OR No: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Received from FAG – Procurement Unit the following:

✓	Document(s)	Received by		Date Received
		Printed Name	Signature	
<input type="checkbox"/>	Bidding Documents			
<input type="checkbox"/>	Annex A			
<input type="checkbox"/>				
<input type="checkbox"/>				