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PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Renewal of Managed Security Services

Government of the Republic of the Philippines

Project No. 2021-CIMS(015)-PB-036

Sixth Edition October 2020

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 Renewal of Managed Security Services

Project No. 2021-CIMS(015)-PB-036

- The CREDIT INFORMATION CORPORATION (CIC), through the Corporate 1. Budget for FY 2021 intends to apply the sum of Philippine Pesos Eight Million, One Hundred Fifty Thousand and 00/100 (PhP8,150,000.00) being the ABC to payments under the contract for the Renewal of Managed Security Services with Project No. 2021-CIMS(015)-PB-036. 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 nondiscretionary "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 at Telephone No. 8236-5900 loc. 134 and inspect the Bidding Documents at the address given below, Tuesdays and Thursdays only; from 9:00 AM to 3:00 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 September 7, 2021, Tuesdays and Thursdays only; from 9:00 AM to 3:00 PM, and upon payment of a non-refundable fee for the Bidding Documents amounting to PhP10,000.00.

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 *September 14, 2021; 2:00 P.M.*, through video conferencing *via Webex Meeting*, 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. The general guidelines on the conduct of pre-bid conference through online conferencing is attached as *Annex B*.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the lobby of the CIC building, on or before *September 27*, *2021*; *1:00 P.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 *September 27*, *2021*; *1:00 P.M.* at Credit Information Corporation, 6FExchange Corner Building, 107 V.A. Rufino Street corner Esteban St. Legaspi Village, Makati City and through video conferencing or webcasting via *Webex Meeting*. 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 Webex meeting 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) 82365900 (632) 85049027

Email address: procurementunit@creditinfo.gov.ph

- 12. For downloading of Bidding Documents, Prospective Bidders may visit the following websites:
 - www.creditinfo.gov.ph.
 - https://notices.philgeps.gov.ph/

Date of Issuance of Bidding Documents: September 7, 2021

signed

MA. BERNADETTE B. BAUTISTA

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 System wishes to receive Bids forthe *Renewal of Managed Security Services*, with identification number 2021-CIMS(015)-PB-036.

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 2021 in the amount of *PhP8*,150,000.00.
- 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, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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, exwarehouse, 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	For this purpose, contracts similar to the Project shall be:
	 a. Managed Security Services or Managed Services specific to security b. completed within five (5) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP with the place of destination in the <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than PhP163,000.00 [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than PhP407,500.00 [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) original and submit a copy of each of the Technical Component and the Financial Component (hard and soft copies) of their bids in separate envelopes, respectively. Then, the bidders shall seal and mark the original and the copies of their bids.
	Bidders must arrange bid documents into sections with tabs properly labeled, separating each document, according to the provided checklist.
	The duplicate- i.e. copy 1, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.
	The following documents which are to be submitted as part of the bids must be produced in electronic forms recorded on a USB/flash drive (both Word format and PDF(or read-only) format)
	1. Statement of Compliance with Technical Specifications
	2. Filled out Price Schedule
	3. Filled out Net Financial Contracting Capacity (NFCC)
	In case of discrepancy in the substance and content between the printed copies and the USB/flash drive, the printed copies shall prevail. Non-submission of electronic copies will

	not be a ground for disqualification, but the bidders are required to submit the same during the post-qualification. 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.				
19.3	Description	Qty	UOM	Approved Budget for the Contract	
	Renewal of Managed Security Services	1	Lot	PhP8,150,000.00	
20	The following income and business tax returns shall be required: (other requirements) 1. Income Tax Returns for taxable 2020 (BIR Form 1701 or 1702); and 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. Only tax returns filed and taxes paid through the Electronic Filing and Payment System (EFPS) shall be accepted.				
21	No further instructions.				

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

CCC	Special Conditions of Contract		
GCC Clause			
1	The Procuring Entity's address for Notices is:		
	Credit Information Corporation		
	4F Exchange Corner Building 107 V.A. Rufino cor. Esteban & Bolanos Sts.		
	Legaspi Village, Makati City		
	Email: <u>procurementunit@creditinfo.gov.ph</u>		
	Telephone: (632) 8236-5900		
	Fax No: (632) 8504-9027		
	Delivery and Documents –		
	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:		
	"The delivery terms applicable to this Contract are delivered with the place of		
	destination in the Philippines. Risk and title will pass from the Supplier to the		
	Procuring Entity upon receipt and final acceptance of the Goods at their final		
	destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the		
	terms specified in Section VI (Schedule of Requirements).		
	terms specified in Section v1 (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project		
	Site is:		
	MADDINIM EADDIOLIELA		
	MARBIN M. FADRIQUELA		
	Department Manager III Cradit Information Management Sarvice		
	Credit Information Management Service		
	Incidental Services –		
	The Supplier is required to provide all of the following services, including		
	additional services, if any, specified in Section VI. Schedule of Requirements:		
	additional services, if any, specified in section vi. senedule of requirements.		
	a. performance or supervision of on-site assembly and/or start-up of		
	the supplied Goods;		
	b. furnishing of tools required for assembly and/or maintenance of the		
	supplied Goods;		
	c. furnishing of a detailed operations and maintenance manual for each		
	appropriate unit of the supplied Goods;		
	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		
	oonganons under this Contract, and		

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.

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

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.

Transportation –

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.

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.
	Intellectual Property Rights –
	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	The terms of payment shall be as follows:
	1. Payment shall be made on a quarterly basis subject to the submission of billing statement and other supporting documents by the Service Provider, 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 VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Lot	Description	Delivery Schedule
1	Managed Security Services	Within thirty (30) calendar days upon receipt of Notice to Proceed

Contract Duration: On	e (1) Year	
Name of Company	Signature over Printed Name of	Date

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
		[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 crossreferenced 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.]

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 manage 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 Centers and Executive Office for one (1) year.

4. Definition of Terms

Term	Definition
Firewall	It is a network security system that monitors and controls 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.
Security	It is a centralized function within an organization employing
Operation	people, processes, and technology to continuously monitor
Center	and improve an organization's security posture while
	preventing, detecting, analyzing, and responding to
	cybersecurity incidents.
Intrusion	It identifies malicious activity, log information about the
Detection and activity, report, and attempt to block or stop it.	
Prevention	
Privileged	Refers to a class of solutions that help secure, control,
Access	manage and monitor privileged access to critical assets.
Management	
Service Level	A commitment between a service provider and a client.
Agreement (SLA)	Particular aspects of the service – quality, availability,
	responsibilities – are agreed between the service provider
	and the service user
	-Definitions are retrieved from Wikipedia.

5. Duties and Responsibilities

5.1. Service Provider (SP)

The SP'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		
2. Service Delivery Manager	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.		
	b) The SDM must have at least three (3) year service delivery or project management experience in handling similar project implementation.		
	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)		
3. Security Analyst	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 & related certifications).
Security analyst shall have one or

- b) Security analyst shall have one or more of the following CEH, CISSP, GCIH, CySA+, CHFI, eCHTP,ITIL-F, or any equivalent security certifications.
- c) The service provider must have Security Analyst with different specializations such as Incident Response, File System Forensics, Network Forensics, Threat Hunting, and Threat Intelligence.

6.2. Technical Requirements

Items	Requirements	Statement of compliance ("Comply' or "Not Comply"	Evidence of Compliance
1. Service	a) 24x7 Security Operations and Response		
Provider Capability	b) Manage/Own a local or global Security Operation Center (SOC)		
	c) The Service Provider should have Disaster Recovery (DR) for the primary SOC		
	d) The Service Provider should support any SIEM and should be platform agnostic.		
	e) The Service Provider should have Cyber Security Advisory services to enable consultative support during monitoring		
	f) The Service Provider must have a security operations center for local monitoring and local incident response		
	g) The SOC Services must be operational within 30 calendar days from the date of award and have at least 90% onboarded in-scope assets		
	h) The Service Provider must be able to create or provide custom parsers without any additional charge for unsupported assets and log messages.		
	i) The Service Provider shall use a platform that must be industry recognized by technology research companies such as Gartner and Forrester.		
	j) If the service of non-local incident responders will be necessary, the service provider shall shoulder their expenses.		

2. Security	a) Log collection and transport	
Monitoring		
	1. The service provider shall collect	
	and store log data from different	
	sources in the CIC network.	
	2. Log sources includes:	
	1) Firewall/IDS	
	2) Network monitoring solutions	
	3) End-Point protection	
	management server	
	4) Active Directory Servers	
	5) Web Application Server logs	
	6) Database Audit vault and DB Firewall logs	
	Thewait logs	
	3. The Service Provider shall assist	
	in the setup and configuration of	
	existing log management and	
	correlation facility to achieve	
	Service Level Agreement	
	4. The Service Provider shall design	
	and setup secure connectivity	
	from CIC to Service Provider's	
	SOC for log transfer	
	5. The Service Provider must be	
	able to capture real-time log data from monitored hosts and devices	
	in the CIC infrastructure.	
	6. The Service Provider must ensure	
	security of captured data from	
	disclosure to dis-interested	
	parties.	
	7. The Service Provider must ensure	
	availability of online log and	
	events up to twelve (12) months	
	within their facility.	
	8. The Service Provider must ensure	
	availability of offline log and	
	events up to twelve (12) months	
	within their facility.	
	9. The Service Provider should have	
	financial sector professionals to support monitoring of IT enabled	
	controls for monitoring.	
	b) Monitoring, correlation and	
	classification of security events	
	1. The Service Provider shall	
	1. THE SELVICE FIGURES SHAIL	

- monitor system logs, security events, vulnerability data, host network intrusions and file integrity data.
- 2. The Service Provider shall ensure logging facility receives needed data to achieve agreed service levels.
- 3. The Service Provider shall apply correlation and classification policies to SEIM facility.
- 4. The Service Provider using captured data and policies shall correlate and classify security events.
- 5. The Service Provider's platform must have a capability to detect web application based attacks and vulnerabilities against CIC's Web assets.
- 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.
- 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.
- 8. The Service Provider must use a platform that has a File Integrity Monitoring capability.
- 9. The Service Provider must be able to detect vulnerabilities existing to CIC assets through regular vulnerability scans.
- 10. The Service Provider must be able to perform discovery scans to help detect unauthorized applications or assets residing on CIC's network.

- 11. The Service Provider must use a platform that has an adjustable scanning schedules and targets.
- 12. The Service Provider must use a platform that has capability in detecting anomalous processes and file less malware on CIC's servers.
- 13. The Service Provider shall ensure the confidentiality of security events.
- 14. The Service Provider shall ensure access to these correlated and classified events to CIC security team.
- 15. The Service Provider should support compliance to ISO 27001, Data Privacy Act and/or BSP c982 requirements.
- 16. The Service Provider must regularly perform Active Directory assessments to existing CIC domains. Reports must be included and discussed during monthly service reporting.
- 17. The Active Directory assessment must cover at least the following:
 - 1) Active Sessions
 - 2) Domain Relationships
 - 3) Possible Attack Paths
 - 4) Shortest Path to traverse and compromise the domain/admin account
 - 5) Unknown/Unauthorized Accounts
- c) Incident Notification
 - 1. The Service Provider shall rate the risks of security incidents and provide notification to the CIC via SMS, Email, or Phone.
 - 2. The Service Provider shall provide expert assessment (technical deep dive) of security incidents to CIC.
 - 3. The Service Provider shall create a ticket of each security incident

- in CIC's help-desk system for appropriate action by the CIC.
- 4. The Service Provider shall alert CIC's nominated point of contact as security incidents are detected.
- 5. The Service Provider shall rate security incidents based on or similar to the following risk rating matrix:

Urgency/Impact High Med. Low Very Low < 2 Hrs P1 P2 P2 P3 P3 P4 P1-2-24 Hrs P2 P3 P3 P4 P4 P4 P4 P4

Impact: Severity of the security incident to CIC's critical assets Urgency: How soon the security incident must be addressed?

- 6. Change requests (Time to complete an approved written change request from CIC; excludes CIC controlled activities): 5 Business Days
- 7. Incident Rating Time (Time to rate a Security Incident): < 60 Minutes
- 8. Method to notify CIC of P1 Security Incidents: SMS plus Phone call.
- 9. Method to notify CIC of P2 Security Incidents: SMS or Email.
- 10. Method to notify CIC of P3 Security Incidents: Email.
- 11. Method to notify CIC of P4 Security Incidents: Email
- 12. Time agreed to report a P1 Security Incident: 15 Minutes
- 13. Time agreed to report a P2 Security Incident: 30 Minutes
- 14. Time agreed to report a P3 Security Incident: NA
- 15. Time agreed to report a P4 Security Incident: NA

	16. Monthly monitoring service management and preparation of monthly service reports
	d) Privilege Account Monitoring Capabilities
	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.
	2. The Service Provider must be able to detect critical commands executed by the users such as file deletion, shutdown, restart which may affect CIC's service availability.
	3. The Service Provider must be able to monitor and come up with a watchlist of users that may be performing suspicious activities.
3. Threat Detection	a) Full 24x7 threat monitoring by skilled security analysts, including targeted threat hunting to validate potential threats or validate spread across the network.
	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.
	c) Proactive threat hunting as needed to validate zero-day threats and to understand the breadth and depth of an attack.
	d) Detailed, in-depth understanding of the attack, providing with actionable insights about where the attacker went, what they did and how many devices where affected.

- e) Disrupts future attacks by an understanding of root cause to address any potential policy gaps.
- f) Provides actionable list of hosts affected and best practices advice and assistance with incident response and remediation activities.
- g) Provide threat advisory to the CIC on emerging threats in the industry.
- h) Submit regular detection reports on a weekly, monthly, and quarterly basis.
- Service Provider's i) The Threat Intelligence Platform (TIP) must have the capability to collect intelligence from multiple sources automatically enrich platform; threat intelligence sources must be relevant to CIC's environment, e.g. banking & finance, credit bureau, financial fraud, etc.
- j) The platform categorizes intelligence to help perform analytics on threats, recognize tactics, techniques, and procedures (TTPs), and understand relationships through modeling and visualizations.
- k) The platform provide action by supporting various integration via Application Program Interfaces (APIs) and email notifications.
- l) The platform is actively collaborating with other members of trusted treat intelligence community (provide list).
- m) The platform provides integration with log management and security solutions of the CIC.
- n) The Service Provider should provide vulnerability advisory based on the assets of the CIC.
- o) The Service Provider should provide monthly threat briefings (presentation) on current global and local cyber security threat.

a) Review of the CIC's Security 4. Incident Response Incident Response Plan. b) Provide technical assistance to the CIC CSIRT during breach. c) During compromise, the service provider must be able to immediately contain/isolate the identified malicious processes or in-scope servers remotely using the platform provided. d) Provide network/firewall/web application breach response. e) Identification and cleansing or containment of malicious code, malware, spyware, and system-file hacks. f) Root cause analysis to identify the intrusion vector and provide mitigating procedures to address network and system vulnerabilities. g) Identify indicators of compromise and scan network to search for other laterally infected systems. h) The Service Provider should provide insider threat investigation if needed. The Service Provider should provide employee misconduct investigations if needed. j) The Service Provider should provide incident and investigation reports. k) The Service Provider should have in-house Cyber security forensic specialist to support advanced investigation. Must be supported certification training or (recent). As part of containment, the Service Provider should be able to on-going sessions if the specific host/user

was observed or involved in a

potential security incident.

	m) The Service Provider should be capable to temporarily deactivate/disable/demote accounts observed involved in possible security incident to prevent access to CIC's assets.
	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.
5. Privileged Access Management	a) The proposed solution must be deployable on-premise, hybrid, and provided as a cloud offering.
	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.
	c) The proposed solution must support out-of-the-box integrations with DUO, FIDO2, and any TOTP solution.
	d) The proposed solution must support IP Address whitelisting for access users.
	e) The proposed solution must support the below listed workflows. Please describe any additional workflow capabilities not listed. 1. Justification for Access (user must submit a reason/comment before accessing) 2. Access Approval (single and/or multi-tiered) 3. Account Check Out (one-time password) 4. Just-in-Time Administration 5. Dual Control (four-eyes principle)
	f) The proposed solution must support forwarding logs to a SIEM platform.

	g) The proposed solution must	
	support keystroke capturing for	
	Linux, Unix, and Windows	
	Operating Systems.	
	h) The proposed solution must	
	support the automatic recording of	
	session connectors with and without notification to the user.	
	without notification to the user.	
	i) The proposed solution must protect data at rest and in motion.	
	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.	
	k) The solution must not require	
	browsers plugins (Flash, Java,	
	etc.) for any function of accessing,	
	initiating, reviewing, administration, or management.	
6. Vulnerability	a) The Service Provider should	
Assessment	conduct semi-annual vulnerability assessment to identify potential	
	threats and vulnerabilities that	
	may be visible from external	
	network.	
	b) Test web applications against	
	OWASP top 10.	
	c) The following public-facing web	
	sites must be covered by the tests.	
	1) www.creditinfo.gov.ph	
	2) cisportal.creditinfo.gov.ph3) ftp.creditinfo.com.ph	
	4) ftp-test.creditinfo.com.ph	
	5) online.creditinfo.com.ph 6) online-	
	6) online- test.creditinfo.com.ph	
	7) a2a.creditinfo.com.ph	
	8) a2a-test.creditinfo.com.ph 9) mk1.creditinfo.com.ph	
	10) cb1.creditinfo.com.ph	
	11) mk2.creditinfo.com.ph	
	d) The Service Provider should	
	execute non-disruptive attack-	
	simulation to determine	
	weaknesses of target information	

	systems	
	e) The Service Provider should identify the risk level where CIC is exposed so that appropriate counter measures can be developed and applied.	
	f) The Service Provider must recommend solutions to discovered issues.	
	 g) The Service Provider must monitor remediation of identified risks. 	
7. Knowledge/Tech nology Transfer	a) Conduct an incident response readiness training or incident response exercises to CIC CyberSecurity Incident Response Team (CSIRT).	
	 b) Develop incident response playbooks and conduct table-top exercises on the following: 1. Widespread malware incident 2. Data breach of CIS 3. Phishing attacks 4. Web defacement 5. Ransomware incident 	

6.3. Service Level

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

Requests (CR)		Mondays to Fridays, 8:00- 5:00	
Name of Con	nnanv	Signature over Printed Name of	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);
	<u>or</u>
□ (b	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, and
□ (c	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; and
□ (d	
<u>Techn</u>	ical Documents
□ (f	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
□ (g	
□ (h)	<u> </u>
□ (i)	Original copy of Notarized Bid Securing Declaration; <u>and</u> Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
□ (j)	<u> </u>
<u>Finan</u>	rial Documents

- ☐ (k) The Supplier's 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; and
- ☐ (1) 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
		(m)	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.
	Oth	ier d	ocumentary requirements under RA No. 9184 (as applicable)
			[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.
		(o)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
25	FIN	AN	CIAL 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 - PERFORMANCE SECURING DECLARATION

Annex E - OMNIBUS SWORN STATEMENT

Annex F - BID FORM FOR THE PROCUREMENT OF GOODS

Annex G.1 - PRICE SCHEDULE FOR GOODS OFFERED WITHIN THE

PHILIPPINES

Annex G. 2 - PRICE SCHEDULE FOR GOODS OFFERED FROM ABROAD

Annex H - STATEMENT OF: (i) ONGOING CONTRACTS AND; (ii)

AWARDED BUT NOT YET STARTED CONTRACTS

Annex I - STATEMENT OF SINGLE LARGEST COMPLETED CONTRACTS

SIMILAR TO THE CONTRACT TO BE BID

Annex J - JOINT VENTURE AGREEMENT

Annex K - NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

Annex L - 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]

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

execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNEI	D, SEALED AND DELIV	ERED BY:
PROCURING ENTIT	ΓΥ	SUPPLIER
SIG	GNED IN THE PRESENC	E OF:
PROCURING ENTITY'S WI	TNESS	SUPPLIER'S WITNESS
	Certified Funds Availabl	e:
	Chief Accountant	

<u>ACKNOWLEDGEMENT</u>

		Public for and in Makati (,	•	* * *
	Name	Competent Evidence of Identification	Date of Issue/ Expiry Date	Place of Issue
•		be the same persons who signature/s proven their		_
WITNESS M	IY HAND AND SE	EAL on the date and place	first above writte	en.
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]

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

execution], P	ED AND SWORN to before me this day of <i>[month] [year]</i> at <i>[place of hilippines. Affiant/s is/are personally known to me and was/were identified by me petent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M.</i>
No. 02-8-13-	-SC). Affiant/s exhibited to me his/her [insert type of government identification
card used], w	vith his/her photograph and signature appearing thereon, with noand
his/her Comr	munity Tax Certificate Noissued onat
Witne	ess my hand and seal thisday of [month] [year].
	NAME OF NOTARY PUBLIC Serial No. of Commission
	Notary Public foruntil
	Roll of Attorneys No
	PTR No[date issued], [place issued]
	IBP No[date issued], [place issued]
Doc.	No.
Page	No.
Book	No.
Series of	<u></u>

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

То	:	Credit Information Corporation 6F Exchange Corner Building 107 V.A. Rufino cor. Esteban & Bo Legaspi Village, Makati City	olanos Sts.	
	lier") has	REAS, <u>(Name and Address</u> sundertaken, in pursuance of Purchases of Contract and Brief Description) (1)	e Order No	datedto
	sh you wi	WHEREAS, it has been stipulated by ith a Bank Guarantee by a recognized ith his obligations in accordance with	l bank for the sum speci	
	AND '	WHEREAS, we have agreed to give to	he Supplier such a Bank	Guarantee;
Contr cavil your 1	f of the Stract Price or argumneeding t	THEREFORE, we hereby affirm that Supplier, up to a total of [Amount of expression of the expression of	<u>Guarantee</u>] proportions you, upon your first whits of <u>[Amount of Guaranters]</u> s for your demand for the	of currencies in which the ritten demand and without untee] as aforesaid without e sum specified therein.
be the	performe Supplie	agree that no change or addition to oned thereunder or of any of the Contracter shall in any way release us from any ny such change, addition or modification	ct documents which may liability under this guara	be made between you and
	This g	guarantee shall be valid until the date o	of issue of the Defects of	Liability Certificate.
GI Na Al	GNATU UARAN' AME OF DDRESS ATE	FBANK		

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

		()	 	
REPUBLIC OF THI	E PHILIPPINES)			
CITY OF) S.S.		
		•		

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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 <i>[month] [year]</i> at <i>[place of execution]</i> , 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
instruct Community Tax Community Tax Community.
Witness my hand and seal thisday of [month] [year].
NAME OF NOTARY PUBLIC Serial No. of Commission
Notary Public for until 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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINE	ES)
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

execution], through con No. 02-8-13 card used],	Philippines. Affiant/s is/are perso npetent evidence of identity as def 3-SC). Affiant/s exhibited to me	me this day of [month] [year] at [place of nally known to me and was/were identified by me fined in the 2004 Rules on Notarial Practice (A.M. his/her [insert type of government identification nature appearing thereon, with noandissued onat
Wit	ness my hand and seal thisda	ay of [month] [year].
		NAME OF NOTARY PUBLIC Serial No. of Commission
Doc. Page Book 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.

Legal capacity:		_
Signature:		
Duly authorized to sig	gn the Bid for and behalf of:	
Date:		

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				Projec	t 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:								
Signa	ture:								
Duly	authorized	to sign th	ne Bid fo	r and b	ehalf of:				

Price Schedule for Goods Offered from Abroad

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

ame	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 Pric delivered DDP (col 4 x 8
ame:								

Annex "H"

STATEMENT OF: (i) ONGOING CONTRACTS AND; (ii) AWARDED BUT NOT YET STARTED CONTRACTS This is to certify that_ has the following ongoing and awarded but not yet started contracts: (company) Value of **Bidder** is **Contracting Party** Kind of Goods Sold Name of Contract Amount of **Outstanding** A.) Manufacturer Date of the Contract **Contracts** B.) Supplier Contract C.) Distributor Name and Signature of Date Authorized Representative

*Instructions:

- a) State <u>all</u> 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 "I"

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACTS SIMILAR TO THE CONTRACT TO BE BID has the following completed contracts within the period CY 2016 and up to the day before the This is to certify that (company) deadline for submission of bids: Date of Date of Official Bidder is **Contracting Party** Name of Contract Kind of Goods Amount of Delivery/ Receipt A.) Manufacturer Date of Sold the Contract End-user's **B.**) Supplier Contract Acceptance C.) Distributor Name and Signature of Date Authorized Representative

*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 VENT	URE AGREEMI	ENT (hereinafter ref	erred to as the "Agreement"),
entered into this	day of	200_ at	City, Philippines by and
among:			
	a do	mestic corporation d	luly organized, registered and
existing under and by	virtue of the laws	of the Republic of the	Philippines, with office address
at	, rep	resented by its	,,
hereinafter referred to	as "	·",	
		- and -	
		a domestic corpora	tion duly organized, registered
and existing under an	d by virtue of the	laws of the Republic	c of the Philippines, with office
address at			, represented by its
		, hereinafter refe	erred to as "";
		and -	
			a foreign corporation
organized and existing	g under and by vir	tue of the laws of	, represented
by its	,	 ,	hereinafter referred to as
" <u>"</u> ,			

(Henceforth collectively referred to as the "Parties" WITNESSETH: That

to Apply for Eligibility and to Bid for the Supply and Delivery offor
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

	SI	ECTION 1.	The prin	nary	purpo	se of	the Joint	Venture is to	o pai	rticij	pate in tl	ne pu	blic bide	ling
to	be	conducted	by the	CIC	Bids	and	Awards	Committee	for	the	supply	and	delivery	of
					for th	ıe								

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:

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	y represented by their authorized officers.	
to the laws of the Republic of the Phili	greement shall be governed by and construed accordippines. Venue of any court action arising from ore the proper court of the, Philipper court.	n this
IN WITNESS WHEREOF, the parties had ate and place first above-stated.	nave set their hands and affixed their signatures o	on the
Signed	d in the Presence of:	

ACKNOWLEDGMENT

	IC OF THE PHILI				
	INICIPALITY OF		,		
PROVING	CE OF (in the case	of Municipality	<u>')</u>		
	e of Municipality				(indicate also the Province personally appeared
N	lame		ID Name, N	Number and Vali	dity Date
	dge to me that the s				oregoing instrument and the and that of the corporation(s
	on which this Ackr				ofpages, including arties and their instrumental
W written.	TINESS MY HA	ND AND NOT	TARIAL SEA	L on the place	and on the date first above
]]]	Serial No. of Cor Notary Public for Roll of Attorneys PTR No, [date	OF NOTARY PUBLIC mmission until s No e issued], [place issued] issued], [place issued]
Doc. Page Book Series of_	No. No. No.				
	Sec. 12. Compete		•	-	"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) min	us value of all outstanding works under
ongoing contracts including awarded contracts yet	t to be started

NFCC = P	1			

K = 15 regardless of contract duration

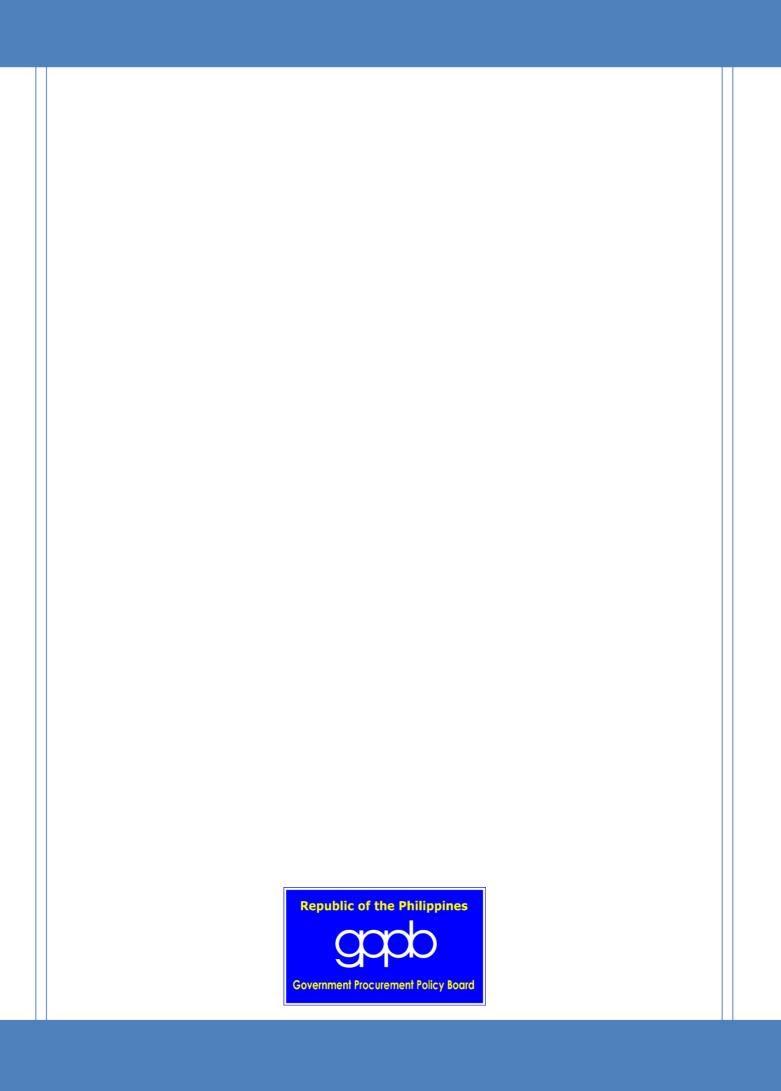
Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or its duly accredited or authorized institution for the preceding year which should not be earlier than two (2) years from date of bid submission.

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
MA. BERNADETTE B. BAUTISTA 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. Bautista:
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





6F Exchange Corner Building 107 V. A. Rufino Street corner Esteban St., Legaspi Village, Makati City 1229 (02) 8236-5900 | www.creditinfo.gov.ph

ANNEX A

BIDDER'S INFORMATION SHEET

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

						To be filled by Procu	rement Officer only:
						Control No.:	
DATE	:				l		
PROJECT NO							
PROJECT: TOTAL ABC:		<u>n or managed</u> 50,000.00	1 Security Ser	vices			
			ı				
Cost of Bidding	Documents -	- Lot 1	PhP 10,000.00				
GENERAL IN	<u>FORMATIC</u>	<u>ON</u>					
FULL NAME	OF FIRM/0	COMPANY: _					
ADDRESS	: _						
TEL. NO(S).	: _						
FAX NO(S).	: _						
EMAIL ADD.	: _						
PERSON MAN	MACING AI	EENIDO OE TI	JE EIDM				
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POSITION	· –						
TEL. NO.	: –						
MOBILE NO.	: –						
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<u>AUTHORIZEI</u>) REPRES!	<u>ENTATIVE</u>					
NAME	: _						
POSITION	: _						
TEL. NO.	: _						
MOBILE NO.	: _						
TATI J: J	C 1-		n Distagne		. 1		
wnere ala you	nna out abo	out this project:	? PhilGEPS	LIC W	ebsite	Others	
Bid Docs:	OR No:		Date:			Amount	:
Received from l	Procuremen	nt – FAG the fo	ollowing:				
Document(s) Received by							Date Received
	. ,		Printed Name		S	ignature	Date Receivea
Bidding Do	cuments						
Annexes A	-B						
		-					

6F Exchange Corner Building 107 V. A. Rufino Street corner Esteban St., Legaspi Village, Makati City 1229 (02) 8236-5900 | www.creditinfo.gov.ph

Annex "B"

Guidelines on the Conduct of Pre-Bid Conference for the "Renewal of Managed Security Services" using Webex Meeting

I. To Get a Webex Meeting Invitation

- 1. Prospective bidders may request for a meeting invitation via email at procurementunit@creditinfo.gov.ph
- 2. Prospective bidders will get a reply email from the BAC Secretariat which contains a Meeting Number and a Meeting Password

II. To Join the Pre-Bid Conference

- Prospective bidders may use the meeting invitation to join the pre-bid conference in different ways, from their personal computer or laptop, mobile phone, phone or video system
- 2. However, for this pre-bid conference, prospective bidders must join using their PC or laptop to be able to view the presentations
- 3. Prospective bidders must select Join to join the pre-bid conference. After clicking the Join button, prospective bidders will be able to see and hear the people in the meeting and its shared content
- 4. Prospective bidders should make themselves available 5 minutes before the start of the conference

III. Attendance to the Prebid Conference

- 1. Prospective bidders must identify themselves by typing in the chat box the
 - a. Name of the Representative
 - b. Name of Company
 - c. Contact Number: Phone and Email Address

Prospective Bidders who will not identify themselves will be removed from the meeting.

- 2. Prospective bidders will be muted at the start of the pre-bid conference.
- 3. Prospective bidders will be given time to raise their queries for every Section of the Bidding Documents that will be discussed.
- 4. Prospective bidders, upon being acknowledged by the BAC Chairperson, must state their name and company before asking a question or commenting.
- 5. Prospective bidders must wait for a participant to finish before speaking.
- Prospective bidders must stay on the call from start to finish. If the prospective bidder cannot stay on the call, he/she should let the BAC Chairperson know before exiting.
- 7. Lastly, prospective bidders are enjoined to be fully present for the whole duration of the pre-bid conference.