

REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 23-04-03
Series of 2023

DECLARING THE BID OFFERED BY SYCIP GORRES VELAYO & CO. AS THE HIGHEST RATED AND RESPONSIVE BID (HRRB) AND RECOMMENDING THE AWARD OF CONTRACT THERETO FOR THE PROCUREMENT OF NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) CYBERSECURITY FRAMEWORK / INTERNATIONAL ORGANIZATION FOR STANDARDIZATION 27001 CONSULTING SERVICES FOR THE PHILSYS PROJECT FOR PSA

WHEREAS, on 21 and 24 March 2023, the Negotiation between Philippine Statistics Authority (PSA) and Sycip Gorres Velayo & Co. (SGV) was conducted wherein SGV agreed to the terms and conditions, and committed to its obligations set forth by PSA in accordance with the Terms of Reference (TOR) for the project and 2016 Revised Implementing Rules and Regulation of Republic Act 9184.

WHEREAS, on 12 April 2023, the BAC-Technical Working Group (TWG) conducted the post-qualification, pursuant to Rule X - Post-qualification of the 2016 Revised IRR of RA 9184;

WHEREAS, on 19 April 2023, the post-qualification report was presented to the BAC (see attached post-qualification report);

WHEREAS, the Technical Working Group determined the bid of SGV as compliant and responsive to the legal, technical and financial component of the subject procurement;

WHEREAS, the BAC, after verification and validation of the documents presented, finds the same to be in order;

NOW, THEREFORE, the BAC RESOLVES AS IT IS HEREBY RESOLVED:

1. To declare the bid of Sycip Gorres Velayo & Co. as the Highest Rated and Responsive Bid for the Procurement of National Institute of Standards and Technology (NIST) Cybersecurity Framework / International Organization for Standardization 27001 Consulting Services for the PhilSys Project for PSA; and
2. To recommend the award of contract to the above-mentioned bidder.

ADOPTED, this 19th day of April 2023 at the Philippine Statistics Authority – Central Office via Zoom meeting platform.





MINERVA ELOISA P. ESQUIVIAS
Chairperson

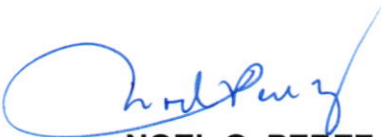
ATTY. ELIEZER P. AMBATALI
Vice-Chairperson


BENJAMIN ARSENIO Y. NAVARRO
Member


VIVIAN R. ILARINA
Member


FELY V. COLLADO
Member


RENE C. MENDOZA
ANS/End-user


NOEL G. PEREZ
Alternate Member


APPROVED/DISAPPROVED

CLAIRE DENNIS S. MAPA, Ph.D.
Undersecretary
National Statistician and Civil Registrar General


JPC/BJD/JBB/MMS



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

APR 24 2023

CARLO KRISTLE G. DIMARUCUT

Partner

Sycip Gorres Velayo & Co.

6760 Ayala Avenue, Makati City


SUBJECT: Notice of Award

Dear Mr. Dimarucut:

We are pleased to inform you that the contract for the Procurement of National Institute of Standards and Technology (NIST) Cybersecurity Framework / International Organization for Standardization 27001 Consulting Services for the PhilSys Project for PSA is awarded to Sycip Gorres and Velayo & Co. with a total contract price of Ten Million Five Hundred Twelve Thousand Nine Hundred Forty-Two Pesos and 72/100 Only (Php10,512,942.72).

You are therefore required within ten (10) days from receipt of this Notice of Award to formally enter into contract with the Philippine Statistics Authority and to submit the Performance Security Bond in the form stipulated in the agreement. Failure to enter into said contract or provide Performance Security constitutes sufficient ground for cancellation of this award.

Truly yours,


CLAIRE DENNIS S. MAPA, Ph.D.

Undersecretary

National Statistician and Civil Registrar General

Conforme:


CARLO KRISTLE G. DIMARUCUT

Sycip Gorres Velayo & Co.

Date: May 4, 2023


JPC/BJD/JBB/MMS



Management
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ISO 9001:2015
www.tuv.com
ID 9108640991



PSA Complex, East Avenue, Diliman, Quezon City, Philippines 1101
Telephone: (632) 8938-5267
www.psa.gov.ph

CONTRACT AGREEMENT

This CONTRACT AGREEMENT ("Contract") is made and entered into this 21 JUN 2023 at Makati City, Philippines by and between:

The **PHILIPPINE STATISTICS AUTHORITY (PSA)**, a national government agency created by virtue of Republic Act No. 10625, with office address at PSA Complex, East Avenue, Diliman, Quezon City, Metro Manila, herein duly represented by its Undersecretary, **CLAIRE DENNIS S. MAPA, Ph.D.**, and hereinafter referred to as the "**PROCURING ENTITY**",

-and-

SYCIP GORRES VELAYO & CO. (SGV), a general professional partnership duly organized and existing under the laws of the Republic of the Philippines, with principal address at 6760 Ayala Avenue, Makati City 1226, herein represented by **Mr. CARLO KRISTLE G. DIMARUCUT¹**, and hereinafter referred to as the "**CONSULTANT**".

The **PROCURING ENTITY** and **CONSULTANT** are also hereinafter collectively referred to as the "**Parties**" and individually referred to as "**Party**".

WITNESSETH:

WHEREAS, it is a declared policy of the Republic of the Philippines to establish a single national identification system referred to as the "Philippine Identification System" or "PhilSys" for all citizens and resident aliens of the country under Republic Act No. 11055 or the Philippine Identification System Act. The PSA is the leading implementing agency to carry out its provisions;

WHEREAS, Republic Act No. 10173 or the Data Privacy Act of 2012 declares that the State recognizes its inherent obligation to ensure that personal information in information and communications systems in the government and in the private sector are secured and protected;

WHEREAS, PSA is mandated to facilitate the development, commissioning, and implementation of the PhilSys information System, PSA adopted the PhilSys Information System Architecture (PISA) as its reference system architecture;

WHEREAS, The PSA PhilSys Registry Office (PRO) will require a consultancy service for PSA-PRO to align with the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF) / International Organization for Standardization (ISO) 27001 (the "Services");

WHEREAS, the **CONSULTANT** has participated and submitted a Bid Proposal for the above-mentioned Service;

WHEREAS, the **PROCURING ENTITY** has accepted the Bid of the **CONSULTANT** for the said Services in the total amount of **Ten Million Five Hundred Twelve Thousand Nine Hundred Forty-Two Pesos and Seventy-Two Cents (PhP 10,512,942.72)**;

WHEREAS, the Bids and Awards Committee (BAC) issued Resolution No. 23-04-03 dated 19 April 2023 approving the result of the post-qualification and recommendation of the BAC Technical Working Group (BAC-TWG) recommending the award of contract to the "**CONSULTANT**". A copy of the BAC Resolution is hereto attached as ANNEX "B" and the BAC-TWG Evaluation Report dated 27 March 2023 is hereto attached as ANNEX "C";

NOW THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** hereby enter into this Contract under the following terms and conditions:

¹Attached herein is a copy of the Secretary's Certificate dated 08 February 2023 as ANNEX "A".

SECTION I. SCOPE

The **CONSULTANT** shall provide PSA-PRO with four (4) phases of work which include the following:

Phases	Tasks Involved
Phase 1: Technical Architecture Review	1. Assist in the development of Asset Inventory for PSA PRO 2. Security Risk Assessment 3. NIST CSF/ISO 27001 Security Framework Orientation
Phase 2: Security-Related Documentation Development	1. Conduct Gap Analysis 2. Develop Security Risk Assessment Methodology 3. Develop Security Related- Documentation 4. Prepare Statement of Applicability
Phase 3: Security-Related Training Delivery	1. Deliver Information Security Framework 2. Deliver Security-Related Training 3. Conduct Cyber Attack Simulation
Phase 4: ISO 27001 Certification Assistance Services	1. Assist in ISO 27001 Certification in terms of document review, implementation, recommendation, and compliance.

SECTION II. TERM

Upon receipt of the Notice to Proceed, SGV shall commence work and undertake to complete it within eighteen (18) months, in accordance with the approved scope of work in the contract.

SECTION III. CONSIDERATION

The total approved amount for this Contract is **Ten Million Five Hundred Twelve Thousand Nine Hundred Forty-Two Pesos and Seventy-Two Cents (PhP 10,512,942.72)**. This amount is inclusive of the local tax, which is estimated at **One Million One Hundred Twenty-Six Thousand Three Hundred Eighty-Six Pesos and Seventy-Two Cents (PhP 1,126,386.72)**. The payment of which is subject to the usual government accounting and auditing requirements, and in accordance with the following schedule.

1. Remuneration (70%)		
Task Name	Description	Payment Schedule
Phase 1: Technical Architecture Review		
1. Assist in the development of Asset Inventory	Assist in the conduct of asset inventory to identify all authorized and unauthorized assets on the PSA-PRO enterprise.	Twenty percent (20%) of the contract amount upon acceptance of the report by PSA
2. Security Risk Assessment	Assess the security mechanism of PSA-PRO in terms of confidentiality, integrity, and availability of PSA-PRO assets and information.	
3. Orient PSA on NIST CSF/ISO Security Framework	Provide a roadmap overview on how to implement the NIST CSF and ISO 27001 inside of PSA.	

Phase 2: Security-Related Documentation Development		
Task Name	Description	Payment Schedule
1. Conduct a Gap Analysis	Measure the actual cybersecurity posture of PSA-PRO against its target state and identify suboptimal or missing strategies, processes, technologies, or skills.	Forty percent (40%) of the contract amount upon acceptance of the report by PSA
2. Develop Security Risk Assessment Methodology	Develop a repeatable process for PSA-PRO on how to identify, analyze, report, and remediate risks.	
3. Develop Security-Related Documentation	Develop policies, standards, procedures, and other documentation that does not currently exist.	
4. Prepare Statement of Applicability (SoA)	Develop an SoA required in the ISO 27001 certification.	
Phase 3: Security-Related Training Delivery		
Task Name	Description	Payment Schedule
1. Deliver Information Security Framework	Provide an overview of how to implement the information security or cybersecurity framework within the PSA enterprise.	Five percent (5%) of the contract amount upon acceptance of the report by PSA
2. Deliver Security-Related Training	Deliver three (3) security training to at most twenty-five (25) PRO personnel including: 1. NIST CSF/ ISO 27001 Implementation Training 2. Role-Based Security Awareness Training 3. Information Security Management System (ISMS)	
3. Conduct Cyber Attack Simulation	Conduct a purple team exercise with the PSA-PRO enterprise to enhance PSA-PRO defenses against simulated attacks	
Phase 4: ISO 27001 Certification Assistance Services		
1. Provide ISO 27001 Certification Assistance Services	Assist in ISO 27001 Certification in terms of document review, implementation, recommendation, and compliance. This phase consists of: • Initial implementation support (Month 7 to Month 9) • PSA ISMS Operations	Five percent (5%) of the contract amount upon acceptance of the report by PSA

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	(Month 10 to Month 15) *PSA-alone undertaking <ul style="list-style-type: none">Project Implementation Review and Readiness Assessment (Month 16 to Month 18)	
2. Reimbursable (25%)		
Description		Payment Schedule
Inclusive but not limited to per diems, communication expenses, travel, delivery fees, currency conversion fees, office expenses, and business phone calls.		Twenty-five percent (25%) of the contract amount
3. Miscellaneous/Contingencies (5%)		
Description		Payment Schedule
Other costs that are important for the consultation service but are not classified as remuneration or reimbursable, must not exceed 5% of the contract price.		Five percent (5%) of the contract amount

In consideration of the payments to be made by the **PROCURING ENTITY** to the **CONSULTANT**, the latter hereby covenants with the **PROCURING ENTITY** to execute and complete the consulting services and remedy any defects therein in conformity with the provisions of this Contract in all respects.

SECTION IV. DOCUMENTS FORMING INTEGRAL PART OF THE CONTRACT

The following documents are attached to and form an integral part of the contract:

1. Terms of Reference	ANNEX "D"
2. Bid Data Sheet	ANNEX "E"
3. Special Conditions of the Contract	ANNEX "F"
4. General Conditions of Contract	ANNEX "G"
5. Request for Expression of Interest	ANNEX "H"
6. Instructions to Bidders	ANNEX "I"
7. Bid Forms	ANNEX "J"
8. Eligibility Data Sheet	ANNEX "K"
9. Bid Bulletins No. 1-3	ANNEX "L"
10. Eligibility requirements, documents, and/or statements	ANNEX "M"
11. Performance Security	ANNEX "N"
12. Notice of Award of Contract and the Bidder's conforme there to	ANNEX "O"
13. SGV Statement of Work and General Terms and Conditions	ANNEX "P"

SECTION V. CONFIDENTIALITY

For a period of two years after the expiration of this Contract, the **CONSULTANT** shall not engage and shall cause its personnel not to divulge or release information about the business of the **PROCURING ENTITY** on which they advised the latter under this Contract, in the activity of an adviser (directly or indirectly) for purposes of conducting Consultancy Services on the alignment of PSA-PRO's security controls with the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF)/ International Organization for Standardization (ISO) 27001. The **CONSULTANT** also agrees that its affiliates shall be disqualified for the same period of time from engaging in the said activities.

Except with the prior written consent of the **PROCURING ENTITY**, the **CONSULTANT** and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the **CONSULTANT** and its personnel make public the recommendations formulated in the course of, or as a result of the Services.

For purposes hereof, confidential information includes any information or knowledge acquired by the **CONSULTANT** and/or its personnel arising out of, or in connection with, the

performance of the Services under this Contract that is not otherwise available to the public.

Unless prohibited by applicable laws, the **CONSULTANT** may disclose related information of the **PROCURING ENTITY** to other EY Firms, EY Persons, and third parties providing services on the former's behalf who may collect, use, transfer, store, or otherwise process it (collectively 'Process') in the various jurisdictions in which they operate for purposes related to the provision of the Services, such as to comply with regulatory requirements to check conflicts, for quality, risk management, or financial accounting purposes and/or for the provision of other administrative support services (collectively 'Process Purposes').

The **CONSULTANT** shall be responsible for maintaining the confidentiality of the **PROCURING ENTITY** information, in which case, there shall be a Data Sharing Agreement between the **CONSULTANT** and other EY Firms, EY Persons, and third parties.

SECTION VI. MISCELLANEOUS PROVISIONS

1. **Termination of Contract.** The provisions under the enclosed General Conditions of the Contract shall be followed.
2. **Liquidated Damages.** Where the **CONSULTANT** refuses or fails to satisfactorily complete the Services within the specified contract time, plus anytime extension duly granted, and is hereby a breach of the contract, the **CONSULTANT** shall pay the **PROCURING ENTITY** liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one-tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay. Should the amount of liquidated damages reach (10) percent of the contract amount, the **PROCURING ENTITY** shall at its own discretion terminate the contract without prejudice to any further action it may take to recover whatever losses were incurred due to non-performance of the **CONSULTANT**.
3. **Ownership.** All documents, materials, modules, drawings, specifications, reports, software, and designs prepared by the **CONSULTANT** for the **PROCURING ENTITY** shall become the property of **PROCURING ENTITY**, including any and all work covered by Intellectual Property laws and pertinent regulations thereof.

The **CONSULTANT** may use its own data, software, designs, utilities, tools, models, systems, and other methodologies and know-how ("Materials") in performing the Services. All the intellectual property rights in the Materials shall be owned by the **CONSULTANT** notwithstanding the delivery of any reports. Provided that all improvements or knowledge, working papers developed and materials specifically created under this Project while performing the services shall be owned by the **PROCURING ENTITY**.

4. **Entire Agreement.** Herein **PARTIES** agree that this Contract contains their full agreement and supersedes all previous agreements either written or oral, if there are any. The attachments/annexes shall form an integral part of this Contract. No agreement, understanding, commitment, discussion, warranty, representation, or other covenants, whether oral or written, between the **PARTIES** are included in this Contract except as set forth herein.
5. **Amendments.** Any change, modification, revision, extension, or amendment to the scope of services or any matter concerning this Contract, as mutually agreed upon by and between the **PARTIES**, shall be incorporated in a written instrument and become effective upon execution and signature of the **PARTIES** to this Contract.
6. **Applicable Law and Venue.** This Contract shall be governed by and construed in accordance with RA No. 11055, RA No. 10173, RA No. 9184, and any other applicable laws of the Republic of the Philippines. The courts of the Republic of the Philippines shall have jurisdiction over actions arising out of this Contract and over the **PARTIES**, and the venue shall be Quezon City or Makati City to the exclusion of

others.

7. **Settlement of Disputes.** If any dispute or difference of any kind whatsoever arises between the **PARTIES** in connection with the implementation of the **CONTRACT**, the **PARTIES** shall make every effort to resolve amicably such dispute or difference by mutual agreement.

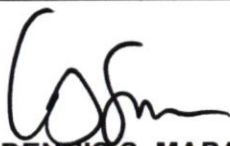
Any and all disputes arising from the implementation of this Contract not settled by mutual agreement shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.

8. **Limitation of Liability.** The **PARTIES** agree that they shall exercise due diligence in the performance of their respective obligations, duties, and responsibilities in this Contract. The provisions on force majeure under the General Conditions of Contract shall also be applicable.
9. **Good faith.** The **PARTIES** undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
10. **Compliance with Laws.** All activities to be undertaken in the fulfillment of this Contract shall be in compliance with pertinent laws, government regulations, and international laws.
11. **Employment.** There is no employer-employee relationship between the **PARTIES**, their employees, or their personnel assigned to perform the Services under this Contract. The **CONSULTANT** shall employ and provide such qualified and experienced personnel as are required to carry out the Services under this Contract.

IN WITNESS WHEREOF, the **PARTIES** and their witnesses hereto voluntarily affixed their signatures this 21 JUN 2023 at Makati City Philippines.

Philippines

For **PHILIPPINE STATISTICS AUTHORITY (PSA):**



CLAIRE DENNIS S. MAPA, Ph.D.

Undersecretary

National Statistician and Civil Registrar General


For **SYCIP, GORRES, VELAYO, & CO. (SGV):**




CARLO KRISTLE G. DIMARUCUT

Partner

SIGNED IN THE PRESENCE OF:


FRED S. SOLLESTA
Officer-in-Charge
Deputy National Statistician
PhilSys Registry Office
Philippine Statistics Authority


NIXON C. GARAIS
Manager
SyCip Gorres Velayo & Co.

CERTIFIED AS TO AVAILABILITY OF FUNDS:


ELIZABETH B. ONAG
Chief Accountant
Accounting Division of PSA

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) s.s
Makati City Philippines
21 JUN 2023
BEFORE ME, this _____ at Quezon City, Philippines, personally appeared:

Names	Identification	Date and Place of Issue
CLAIRE DENNIS S. MAPA, Ph.D.		
CARLO KRISTLE G. DIMARUCUT		

Known to me and by me known to be the same persons who executed this Contract consisting of eight (8) pages including this page, duly signed by them, representing their agencies, PARTIES, and their witnesses who herein and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on this 21 JUN 2023 day of _____.

Doc. No. 30
Page No. 6
Book No. 4
Series of 2023

NOTARY PUBLIC
ATTY. PATRICIA DIANNE S. GABAY
NOTARY PUBLIC FOR AND IN MAKATI CITY
UNTIL DECEMBER 31, 2023
APPOINTMENT NO. M-278
ATTORNEY'S ROLL NO. 76969
PTR NO. 9574224 / 01-09-2023 / MAKATI CITY
IBP NO. 281037 / 01-10-2023 / MAKATI CITY
ADMITTED TO THE BAR ON MAY 6, 2022
SGV & CO. BLDG. I, 6760 AYALA AVE., MAKATI CITY



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

Date: JUN 22 2023

CARLO KRISTLE G. DIMARUCUT

Partner

Sycip Gorres Velayo & Co.

6760 Ayala Avenue, Makati City


SUBJECT: Notice to Proceed

Dear Mr. Dimarucut:

Pursuant to the Notice of Award dated APR 24 2023 and the Contract signed by the parties, this Notice is given to you for the Procurement of National Institute of Standards and Technology (NIST) Cybersecurity Framework / International Organization for Standardization 27001 Consulting Services for the PhilSys Project for PSA in the amount of Ten Million Five Hundred Twelve Thousand Nine Hundred Forty-Two Pesos and 72/100 Only (Php10,512,942.72), inclusive of taxes and other government charges.

Kindly acknowledge receipt and acceptance of this Notice by signing both copies on the space provided below. Keep one copy and return the other to the Philippine Statistics Authority (PSA). Thank you.

Truly yours,


CLAIRE DENNIS S. MAPA, Ph.D.
Undersecretary
National Statistician and Civil Registrar General

Conforme:


CARLO KRISTLE G. DIMARUCUT
Sycip Gorres Velayo & Co.
Date: June 22 2023


JPC/BJD/JBB/MMS



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