

## TERMS OF REFERENCE

### DATA PRIVACY COMPLIANCE MANAGEMENT SOLUTIONS SOFTWARE

The Bases Conversion and Development Authority (BCDA), a government instrumentality, seeks to procure an online solutions software (Software as a Service) that will guide BCDA in the compliance with the Data Privacy Act of 2012 (R.A. 10173) through Small Value Procurement (SVP) in accordance with Republic Act No. 9184 and its revised Implementing Rules and Regulations based on the following specifications:

- I. **The Approved Budget for the Contract (ABC) is Eight Hundred Sixty Thousand pesos only (Php 860,000.00), inclusive of all applicable taxes and fees.**

The ABC shall be the upper limit or ceiling for the bid prices. Bid prices that exceed the ABC shall be disqualified outright from further participating in this procurement.

- II. **General Requirements**

1. The SUPPLIER should have at least three (3) years experience in providing the DPA solutions software and have at least one (1) government agency as client.
2. If the solutions software is from an international company, the SUPPLIER should be the certified Philippine partner.
3. The SUPPLIER should have manpower that is capable of conducting knowledge transfer to all the systems users of BCDA.
4. The SUPPLIER should have manpower with technical knowledge to administer, manage and provide support as needed.
5. The SUPPLIER shall ensure proper implementation, troubleshooting and maintenance support for the platform and can collaborate with the BCDA team and serve as a resource for problem analysis and solution.
6. The SUPPLIER shall provide technical support after the project turnover for the period of one (1) year or until the expiration of the software subscription period.

- III. **Scope of Work**

This project will cover the delivery of cloud-based solutions software to guide BCDA with its Data Privacy Act compliance roadmap. The implemented software must at the very least cover the following BCDA needs:

1. User management module.



2. Module to identify the risks that may lead to data breach and address the identified gaps
3. Module that can manage the Privacy Management Program (PMP).

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4. Module for incident management (breaches/complaints).
5. Module that can document and manage the data subject requests (access and correction).
6. Capable of generating reports and dashboarding.

To achieve all of the above consideration, the SUPPLIER shall perform the following duties and responsibilities and deliver the following:

- One (1) year subscription to the solutions software with Philippine Framework
- User licenses
  - One (1) Data Protection Officer
  - at least Ten (10) Department Users
  - at least Ten (10) Alternate Department Users
- Knowledge Transfer/User Training
- One (1) year Technical Support

**A. Provision of an online solutions software.**

The SUPPLIER shall provide an online solutions software composed of the following:

1. **User Management Module** – allows users to administer user related configurations:
  - 1.1 User Login – an interface for the users to get into the system
  - 1.2 User Profile – an interface for the user to set profiles
  - 1.3 User Password Management – an interface for the user to set password
2. **Risk Identification Module** – allows to identify the various kinds of risks that might lead to a data privacy breach as well as to comply with the requirements relevant to the data privacy law:
  - 2.1 Compliance Risks assessment – assess the risk against the relevant data privacy law
  - 2.2 Inventory of risks – data inventory of all the personal data in the organization that are associated with the risks.
  - 2.3 Process risks – document the lifecycle of personal data as it is collected, used, disclosed and stored.
  - 2.4 Privacy Impact Assessment – manage the conduct of Data Privacy Impact Assessment in the organization.



3. **Program Management Module** – allows to address the gaps and risks as well as to manage and implement the privacy management program:
  - 3.1 Bridge Gaps – take action on the privacy gaps identified
  - 3.2 Manage Risks – assess and treat risks relating to the data privacy based on the risks identifications
  - 3.3 Manage Policies – introduce policies and standard processes to address privacy gaps
4. **Incident Management Module** – allows to document and manage complaints and breaches.
5. **Data Subject Management Module** – allows to document and manage data subject requests by the public.
6. **Report and Dashboard Management Module** – allows to provide information through generation of reports and dashboard.

B. **Technology Transfer** – the provision of the necessary user trainings that cover systems, manual processes, procedures, and policies.

C. **Technical Support** – provision of 8X5 virtual support via email, chat messaging or phone for a period of one (1) year after project turnover.

#### **IV. Compliance and Compatibility**

The SUPPLIER shall ensure that the solutions software is compliant with Philippine regulatory and statutory laws (latest versions) specific for government agencies.

It should also be compliant to the Data Privacy Act of 2012 (R.A. No. 10173).

It must be compatible with the latest versions of web browsers like Google Chrome, Mozilla Firefox, Microsoft Edge and Safari.

#### **V. Term and Effectivity**

The engagement of this project shall be for a period of one (1) year from February 01, 2025 to January 31, 2026.

The SUPPLIER shall be engaged to render services contracted to the Information and Communications Technology Department (ICTD) and shall report directly to the head of the department/unit or his duly authorized representative.



**VI. Project Delivery Period**

The SUPPLIER will complete the following provisions of the Project for the duration of four (4) weeks and will commence upon signing the Notice to Proceed (NTP) by the SUPPLIER:

- Project kick-off
- Provision of User licenses and login credentials
- End-User Training
  - For the use and navigation of the software
  - Schedule to be agreed by both parties
- Project turnover and acceptance by BCDA

The Project delivery period is only a guide and may adjust based on the actual situation during the implementation.

**VII. Terms of Payment**

In consideration of the solutions software provided for the Project, BCDA agrees to pay the total amount of the project cost inclusive of all applicable taxes and fees. This includes all costs and charges due the software provider. The consideration shall be paid under the following terms and conditions:

% of PAYMENT	UPON COMPLETION OF THE FOLLOWING:
100% of the total project cost	<ul style="list-style-type: none"><li>● provision of access on the solutions software</li><li>● provision of user licenses and login credentials</li><li>● conduct of Administrator and End-User training</li><li>● acceptance by BCDA</li></ul>

Payment of billing shall be made within thirty (30) calendar days from acceptance of the deliverables.

**VIII. Platform Security**

The SUPPLIER shall provide, install and facilitate all the security components including the Secure Socket Layer (SSL) of the platform to ensure that the platform is secured and protected from all the cybersecurity threats that may lead to possible data breach and inaccessibility of the platform.

**IX. Service Level Agreement**

1. Availability of the SUPPLIER for consultation and support via email, phone call, SMS and online messaging tool for a period of one (1) year, from 8:00AM - 5:00PM, Monday through Friday.



2. In the case that there will be scheduled maintenance on the platform, the SUPPLIER shall notify the BCDA through email one (1) week in advance of scheduled maintenance.

## X. Warranty Security

Section 62.1 of the revised Implementing Rules and Regulations of R.A. 9184

For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.

The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

For the procurement of BCDA Data Privacy Compliance Management Solutions Software, which are neither expendable or non-expendable supplies, the BCDA will not require a Warranty Security.

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