

TENDER DESCRIPTION

TENDER NUMBER: 114-10

1 GENERAL

- 1.1 This procurement is conducted in accordance with the R.O.C. Government Procurement Act (hereinafter referred to as “GPA”) and regulations promulgated by the competent authorities.
- 1.2 This procurement shall be governed by the GPA.

2 TITLE OF CONTRACT

NYDFS Cybersecurity Requirements Comply, Audit, and Consult

3 OBJECT OF PROCUREMENT

Service

4 PROCURING ENTITY

- 4.1 Name: Bank of Taiwan, New York Branch (“the Bank” or “BOTNY”)
- 4.2 Address: 100 Wall Street, 11 Fl., New York, NY 10005
- 4.3 Tel. No.: (212) 968-8128, Fax. No. (212)968-8370
- 4.4 E-mail: 152266@mail.bot.com.tw, 130459@mail.bot.com.tw

5 SUPERIOR ENTITY

Ministry of Finance, R.O.C.

6 SCOPE OF SERVICE:

- 6.1 NYDFS 23 NYCRR 500 Compliance Review Service.**
- 6.2 Review of the delegated activity status based on “Agreement for New York Branch Information Services Delegation to the Head Office of Bank of Taiwan” and “Bank of Taiwan New York Branch IT Services Delegation to the Head Office – Service Level Agreement”.**
- 6.3 Cybersecurity related Consulting Service.**
- 6.4 For more specific requirements, please refer to appended “Request for Proposal (RFP)”.**

7 MODE OF TENDERING

- 7.1 Type of Procedure: Obtaining offers or proposals in writing openly
- 7.2 Value of Procurement: Reaching the threshold for publication but not reaching the threshold for supervision.
- 7.3 Type of Contract: Lump Sum Contract
- 7.4 An estimated value is set for the subject of this service procurement but not published.
- 7.5 Numbers of Lots: One Lot
- 7.6 This procurement is not conducted by Artificial Dividing Requirements.

8 INTER-ENTITY SUPPLY CONTRACT

Not applicable.

9 JOINT TENDERING

Not allowed

10 SUPPLEMENT OF DOCUMENT

No tenderer shall be permitted to supplement any documents other than those required by the contract, pursuant to paragraph 3, Article 33 of GPA.

11 CONTENTS OF TENDER DOCUMENT AND REQUIREMENTS

11.1 Tender document comprises Tender Description, Price Schedule (a detailed price quotation according to Article 19.2 of Tender Description), and the qualification documents of the Tenderer (Refer to Article 17).

11.2 Tenders shall remain valid for thirty-five (35) calendar days after the date of the opening of tenders. Notwithstanding the clause above, procuring entity may solicit the tenderers consent to extension of the period of tender validity. The request and response shall be made in writing, by mail, or by fax.

11.3 Number of Tenders: Only a single tender can be submitted by each tenderer. A tender who submits more than one tender will be disqualified.

11.4 Where there are two or more tenders submitted by branch companies of the same company or by a company and its branch company, it shall be deemed as a breach of the requirement prescribed in the above.

11.5 Tenders can be drawn up in English.

11.6 Intending tenderers are advised to examine the tender documents upon the receipt of it and satisfy themselves for receiving correctly all the contents of tender documents. The tender is to be prepared strictly in compliance with instructions contained in these documents. Failure to furnish all information or documentation required in the tender documents shall result in the rejection of the tender and the disqualification of the tenderer.

[Additional Description]

Tenderer is required to provide due diligence documents specified by the procuring entity. The relevant due diligence documents may include cybersecurity related policies and procedures, company profile, company registration certificate, business contingency plan, and overall disaster recovery plan, etc.

12 BID BOND

Not required due to service procurement.

13 PERFORMANCE BOND

Not required due to service procurement.

14 CLARIFICATION OF TENDERING DOCUMENTS

14.1 Intending tenderers requiring any clarification on the tender documents may notify the procuring entity in writing by letter or by fax to its address indicated in the Tender Description.

14.2 The deadline for the suppliers to raise questions to the Entity in writing shall be: one quarter of

the period for tendering, and a segment of less than one day shall be counted as one day.

- 14.3 The deadline for Entity's reply: The period from the next date of the last reply to the submitted questions to the deadline for tendering shall not be less than one quarter of the original tendering period, and a segment of less than one day shall be counted as one day.

15 COMPLAINT & MEDIATION

The Complaint Review Board for Government Procurement, to which the complaints (not applicable to below the published threshold amount) or mediation for disputes over the performance of the contract (without a threshold amount) is referring, pursuant to Article 76 and Article 85-1 of the GPA: Central Complaint Review Board for Government Procurement (Address: 9th F., No. 3, Song-Ren Rd., Shin-Yi District, Taipei City, Taiwan(R.O.C.); Tel. No.; 02- 87897530; Fax No.: 02- 87897514)

16 CONTRACT AWARD CRITERIA

- 16.1 The award shall be made to the tenderer whose tender meets the requirements specified in the tender document and whose tender price is the lowest and within the government estimate.
- 16.2 Where the lowest tender which meets the requirement specified in tender document exceeds the government estimate, the procuring entity may request the tenderer to reduce the price once. In the situation where the right is deemed to be waived or the tenderer is absent from tender opening, the tenderer shall lose the right of price reduction and comparison. If reduced price still exceeds the government estimate, the procuring entity may request all tenders whose tenders pass the requirements set forth in the tender document to reduce their prices and then compare the prices. Such price reduction and comparison shall not be more than three times.
- 16.3 The contract shall be award by total price.
- 16.4 When the contract cannot be awarded, negotiation method will not be utilized.
- 16.5 Multiple Award is not applicable.

17 ELIGIBILITY AND REQUIRMENT

- 17.1 The consultant company must have following qualifications and experiences:
- 17.2 Has assisted Financial Institution for 23 NYCRR Part 500 or other supervisory cybersecurity regulation compliance.
- 17.3 Has implemented information security management system, acquired ISO 27001:2013 or other similar certificate. Certificates shall continue to be effective during the project period.
- 17.4 The project manager must have following qualifications:
- 17.5 At least 5 year experiences in information security management projects.
- 17.6 Acquired one of following certificates: ISO27001 Lead Auditor, Certified Information Systems Auditor (CISA), Certified Information Systems Security Professional (CISSP), or Offensive Security Certified Professional (OSCP).
- 17.7 Team members of the project must have one of following qualifications:
- 17.8 At least 1 year experiences in information security management projects.

- 17.9 Acquired one of following certificates: ISO27001 Lead Auditor, Certified Information Systems Auditor (CISA), Certified Information Systems Security Professional (CISSP), or Offensive Security Certified Professional (OSCP).

[Additional Description]

1. Bidder is required to provide due diligence documents specified by the procuring entity. The relevant due diligence documents may include cybersecurity related policies and procedures, company profile, company registration certificate, business contingency plan, and overall disaster recovery plan, etc.
2. For other specific requirements, please refer to appended "Request for Proposal (RFP)"

18 TENDER CURRENCY

- 18.1 Prices shall be quoted in US Dollars (USD) in written words or figures.
- 18.2 In case of discrepancies between prices in words and figures, the prices in words shall prevail.

19 PREPARATION & SUBMISSION OF TENDERS

- 19.1 Operational Language: The tender documents shall be typed or written in English in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer.
- 19.2 The prices quoted shall be inclusive of out-of-the-pocket expenses. While filling up the prices, the tenderer shall ensure that there is no discrepancy in the prices mentioned in figures and words. In case of any discrepancy in the prices, the prices in word shall be taken as final and binding. Failure to quote the prices for all items specified in Article 6 shall lead to rejection of tender. If there is a discrepancy between the total tender amount and the sum of prices, the sum of prices shall prevail and the total amount will be corrected. A tender with an adjustable price quotation shall be rejected.
- 19.3 The tenderer must submit the tender documents without making any additions or alternations in the tender documents. The tenderer shall fill in the requisite details wherever required in the documents. Incomplete tenders or tenders not filled / submitted as per the instructions are "liable to be rejected".
- 19.4 The tender shall contain no alternations or additions, except those to comply with instructions issued by the procuring entity, or as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender
- 19.5 The same company can only submit one tender document for the same tender project. Two or more branches of the same company, the parent company and its branches, or two or more tendering companies whose responsible persons are the same cannot respectively submit the tender document for the same tender project.

20 SEALING AND MARKING OF TENDERS

- 20.1 Tenderers who do not respond to the clarifications asked for fully within the date and time fixed by the procuring entity are liable to be rejected.

20.2 No tender may be modified, annulled or withdrawn after the submission.

20.3 Required Tender Documents

20.3.1 Statement of Tenderer

20.3.1.1 It is to be filled in with required information. The tenderer shall be responsible to the information stated therein.

20.3.1.2 If a tenderer submits a Statement of Tenderer containing incorrect information, the contract shall not be awarded. If reported or investigated that the content is false or untrue, the procuring entity shall disqualify the tenderer.

20.3.2 Photocopy of qualification documentations specified in the Article 17 of the Tender Description

The content should be the same as the original.

20.4 Tender shall be submitted in one sealed envelope which contains Tender Description, Qualification documents specified in the Article 17 of the Tender Description, and Price Schedule. All prices should be firm and inclusive of out-of-the-pocket expenses. The envelope shall be marked with the name and address of tender, and tender number.

21 DEADLINE FOR SUBMISSION OF TENDER

21.1 Tender document duly completed and sealed shall be submitted by e-mail, mail or hand-delivered to the procuring entity not later than **17:00 EST on 7/24/2025**.

21.2 Late tender shall be rejected and returned unopened to the tenderer.

22 TENDER OPENING

22.1 If the number of qualified tenders has reached the requirements of this Tender Description, tenders will be opened in the presence of the Committee members at **17:30 EST on 7/31/2025** at the conference room of the procuring entity.

22.2 Under the single stage tendering, all document of the tender shall be sealed in one envelope. It is not required to seal the document in separate envelopes based on different attributes.

22.3 Tenderer's authorized representatives who are present shall sign register evidencing their attendance.

22.4 Unless otherwise specified, the procuring entity will examine the tender documents in accordance with this Tender Description. If the number of qualified tenders has reached the legal requirements, the tenders shall be opened. The procuring entity will examine the tenders and determine whether they are complete, whether any computational errors have been made, whether required information have been furnished, whether the documents have been properly signed and the tenders are generally in order.

22.5 According to Article 48 of GPA, the procuring entity shall open the tenders and award the contract in accordance with the timeframe specified in the tender document where there are three or more tenderers submitting their tenders, except for any of the following circumstances

under which tender may not be opened or awarded:

22.5.1 where the content of tender documentation is amended or supplemented;

22.5.2 where illegal or improper activities that may impair the fairness of the procurement is found;

22.5.3 where the opening of tenders is postponed according to Article 82 hereof;

22.5.4 where the procurement procedure is suspended according to Article 84 hereof;

22.5.5 where the entity corrects its breach of laws and regulations as required by article 85 hereof;

22.5.6 where there is an emergency;

22.5.7 where the plan for procurement is changed or cancelled;

22.5.8 for any other special circumstances as determined by the responsible entity.

Where the opening of tenders cannot be proceeded due to less than three tenders, a second tendering shall be arranged and the three tenders' requirements provided in the preceding paragraph shall not apply for the tendering.

22.6 The term "three or more tenderers" means three or more tenderers submit their tenders which meet the following requirements:

22.6.1 the tenders have been submitted at the procurement entity or any designated place pursuant to the requirement of Article 33 of GPA;

22.6.2 no such circumstances exist where the opening of tenders is prohibited pursuant to paragraph 1 of Article 50 of GPA;

22.6.3 no such circumstances exist where the opening of tenders is prohibited pursuant to paragraphs 1 and 2 of Article 33 of GPA;

22.6.4 the tenderers are not prohibited from participating in tendering pursuant to paragraph 1 of Article 38 of GPA.

22.7 A tender may only be accepted by the procuring entity if:

(i) it is the lowest tender; and

(ii) it is within the government estimate of the procuring subject.

23 EXCLUSION FROM PARTICIPATION AND AWARD

A tenderer is prohibited from participating in tendering, being awarded a contract, being sub-contracted, or assisting tenderers if any of the following circumstances occur:

23.1 Where the tenderer has provided planning or design services and the procurement is based on such planning or design;

23.2 Where the invitation documents have prepared by the tenderer and the procurement has been based on the invitation documents;

23.3 Where the tenderer provides tender evaluation services and the procurement is related thereto;

23.4 Where the tenderer knows, because of the performance of a contract for the procuring agency, certain information unknown to other tenderers or should be kept secret, and the tenderer uses

this knowledge as an advantage to win award-related benefits;

23.5 Where the tender is a project management service provider entrusted by the Bank and the procurement is related thereto.

24 BAD SERVICE PROVIDER

24.1 As regulated by Article 101 of GPA, where a procuring entity finds that a supplier has any of the following circumstances, the entity shall notify the supplier of the facts, reasons related thereto, and the period pursuant to paragraph 1 of Article 103 of GPA, indicate with a note in the notification that it will be published on the Government Procurement Gazette if the supplier does not file a protest:

24.1.1 where the supplier allows any others to borrow its name or certificate to participate in a tender;

24.1.2 where the supplier borrows or assumes any other's name or certificate to participate in a tender;

24.1.3 where the supplier has substantially reduced the work or materials without obtaining a prior approval;

24.1.4 where the supplier uses false or untrue documents to tendering, contracting, or performing a contract, particularly serious thereof;

24.1.5 where the supplier participates in tendering during the period when its business operation has been suspended by a disciplinary action;

24.1.6 where the supplier has committed any of the offenses prescribed in Articles 87 to 92 hereof, and has been sentenced by a court of the first instance;

24.1.7 where the supplier refuses to execute a contract without due cause after award;

24.1.8 where an inspection indicates any serious non-conformity with the contractual requirements;

24.1.9 where the supplier does not fulfill its obligation of guarantee after inspection and acceptance, particularly serious thereof;

24.1.10 where the time-limit for contract performance is seriously delayed due to causes attributable to the supplier;

24.1.11 where the supplier is in breach of the requirement of Article 65 by assigning a contract to others;

24.1.12 where a contract is rescinded or terminated for causes attributable to the supplier, particularly serious thereof;

24.1.13 where the supplier is under the procedure of bankruptcy;

24.1.14 where the supplier discriminates gender, aborigines, physically or mentally disabled, or personnel of disadvantaged groups, particularly serious thereof; or

24.1.15 where the supplier offered, promised, or delivered improper benefits to the personnel

in relation to procurement.

24.2 A supplier whose name has been published on the Government Procurement Gazette pursuant to paragraph 3 of the Article 102 of GPA is prohibited from participating in tendering, or being awarded or sub-contracted within the following periods:

24.2.1 Three years from the next day to the date of publication arising from circumstances of subparagraphs 1 to 5 ,15 of Article 101 of GPA hereof, or a sentence of imprisonment under subparagraph 6 of the same Article; provided that the publication shall be cancelled where the original disposition has been revoked or that a final “not guilty” verdict has been entered;

24.2.2 One year from the next day to the date of publication arising from circumstances of subparagraphs 13,14 of Article 101 of GPA hereof; or imposition of detention, fine, or probation under subparagraph 6 of the same Article; provided that the publication shall be cancelled where the original disposition has been revoked or that a final ‘not guilty” verdict has been entered; or

24.2.3 Arising from circumstances of subparagraphs 7 to 12 of paragraph 1 of Article 101 of GPA hereof, three months from the next day to the date of publication, provided that the supplier’s name has never been published by any entity within the past five years not later than the date of notification; six months from the next day to the date of publication, provided that the supplier’s name has been published once by any entity within the same five years; one year from the next day to the date of publication, provided that the supplier’s name has been published twice or more by any entity accumulatively within the same five years. The publication shall be cancelled where the original disposition has been revoked.

25 INVALID TENDER DOCUMENTS

25.1 As regulated by Article 50 of GPA, in case that any of the following circumstances occurs to a tenderer, an entity shall not open the tender of such tenderer when such circumstance is found before tender opening, nor shall award the contract to such tenderer when such circumstance is found after tender opening:

25.1.1 The tendering does not comply with the requirements of the tender documentation;

25.1.2 The content of the tender is inconsistent with the requirements of the tender documentation;

25.1.3 The tenderer borrows or assumes any other’s name or certificate to tender;

25.1.4 The tenderer uses untrue documents to tender;

25.1.5 The contents of the tender documents submitted by different tenderers show a substantial and unusual connection;

25.1.6 The tenderer is prohibited from participating in tendering or being awarded of any contract pursuant to paragraph 1 of Article 103 of GPA hereof; or

25.1.7 The tenderer is engaged in any other activities in breach of laws or regulations which impair the fairness of the procurement.

When any of the circumstances referred to in paragraph 1 occurs to the winning tenderer before the award of contract but is found after award or signing of the contract, the entity shall revoke the award, terminate or rescind the contract, and may claim for damages against such tenderer except where the revocation of the award or the termination or rescission of the contract is against public interests, and is approved by the superior entity.

Where the situation of not opening or not awarding a contract as referred to in paragraph 1 causes the procurement procedures unable to continue, the entity may declare that the procurement is nullified.

26 COST OF TENDERING

The tenderer shall bear all the costs associated with the preparation and submission of its tender and the procuring entity will in no case be responsible and liable for these costs regardless of the conduct or the outcome of the tendering process.

27 MISCELLANEOUS

27.1 This Tender Description forms part of the contract.

A tender shall be considered non responsive and is liable to be rejected for any of the following reasons.

27.1.1 If the original tender form and documents supplied by the Bank are not used.

27.1.2 If there is any unauthorized additional conditions or alternate offer or irregularities of any kind which may tend to make ambiguous as to its meaning.

27.1.3 If the quotation entered in the tender form are not filled in both figures and in words.

27.1.4 If the tenderers propose any alterations in the work specified or in the time allowed or any condition or corrections made in any clause of price tender or specifications.

27.1.5 If any of the page or pages the tender is/are removed or replaced.

27.1.6 If all corrections, additions, pasted slips are not initialed by the tenderer.

27.1.7 If any erasure is made by him in the tender.

Any aspect not specified in the Tender Description shall be subject to the procurement related laws.

Any litigation involving the tendering shall submit to the jurisdiction of the district court the procuring entity located in the first instance.

28 SIGNING OF CONTRACT

28.1 The successful tenderer shall sign the contract agreement for the Bank reviewing, within thirty (30) calendar days from the date of the award of the contract.

28.2 The contract will only become effective if the contract agreement is signed by authorized person

of both parties.

29 ILLEGALITY

If there is any illegality in this procurement, accusations are to be lodged with the following entities:

Investigation Bureau of Ministry of Justice

Mail Box: P.O. Box 14-153, Taipei, Taiwan

Tel. No. for accusation: 0800-286-586

Fax: 02-2562-1156

Email: gechief-p@mail.moj.gov.tw

Note: Please refer to the following websites for the procurement related laws:

<http://web.pcc.gov.tw> (Chinese version)

<http://www.pcc.gov.tw/eng/indexE.htm> (English version)

If any inconsistency between Chinese and English versions, the Chinese version shall govern.