



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION  
**BIDS AND AWARDS COMMITTEE**

**SUPPLEMENTAL/BID BULLETIN NO. 0195-01-2021**

DATE : **9 February 2021**

SUBJECT: **DPO ACE Automated Examination System (DPO ACE AES) - Customized Software/System License**

The National Privacy Commission Bids and Awards Committee (NPC-BAC), hereby issues this Supplemental/Bid Bulletin to guide the bidders with regard to the technical specifications and the bidding documents for the procurement of the **DPO ACE Automated Examination System (DPO ACE AES) - Customized Software/System License**, to wit:

CLARIFICATION/ QUESTION	ADDENDUM/AMENDMENT/ ANSWER
<p>1. Section XI of the Technical Specifications on Ownership of Data provides that, "All data, source code, resources pertaining to the system shall be owned exclusively by the NPC."</p> <p>a. Does this mean you are not open to purchasing commercially off-the-shelf application?</p>	<p>a. Commercially off-the-shelf applications are acceptable, provided that ownership of those mentioned in the Technical Specifications will be handed over to NPC.</p>

<p>b. Does this mean that the Intellectual Property Rights of the source code will belong to the NPC?</p> <p>c. What does the term “resources” mean?</p>	<p>b. Yes, to ensure the security of the system from possible external threats. Ownership of the source code also allows the end-user to modify or upgrade, whenever necessary in the future. The source code must be stored and accessible in a code repository.</p> <p>c. The term resources refer to the AES system (Cloud Virtual machine), its source codes (back-end &amp; front-end). The API documentation, database (relational model) schema, user and admin manual also form part of the resources.</p>
<p>2. Section I of the Technical Specification (Additional Scope of Work) (b) Deployment of Services, provides for Cloud and On-Premise deployment, to clarify:</p> <p>a. Is it required that the Cloud Server be located in the Philippines only?</p> <p>b. Does NPC already own an infrastructure for the deployment of the cloud and on-premises server for the application?</p> <p>c. Is it required that the cloud and on-premises server have synchronize</p>	<p>a. No, there is no locational requirement for the cloud server. However, NPC must be provided with minimal geographical locations (i.e. city and country) of the cloud servers.</p> <p>b. Yes, there are existing infrastructure.</p> <p>c. It is preferred that data on cloud and on-premises be synchronized, but period of synchronization may be discussed with NPC upon project implementation as to what may be feasibly conducted.</p>

<p>data or the on-premises server is only for back-up?</p> <p>d. After deployment, how long will the application be used by the NPC?</p>	<p>d. NPC intends for the DPO ACE AES to be used for as long as the DPO ACE Program is in effect, though the frequency of usage per month or year may not be readily determined.</p>
<p>3. Section VIII of the Technical Specifications (Warranties of the Service Provider) provides that the warranty period shall commence upon issuance of the Certificate of User Acceptance with the applicable period, which shall be for twelve (12) months to cover software upgrades, security patches and technical support, to clarify:</p> <p>a. Does this mean that after the 12-month period, there will no longer be any support or upgrades expected from the supplier?</p> <p>b. Will the 12-month period reckon from the issuance of the Certificate of User Acceptance or issuance of</p>	<p>a. Since the source code and all other resources will be turned over to NPC, additional support or upgrades past the 12-month period will be taken care of by NPC personnel. It is expected that during the 12-month period covered by the Service Level Agreement that the manual or how-to's to upgrade libraries, plugins, etc. will be given and taught to the end-user. The API documentation, database (relational model) schema, user and admin manual shall also be provided.</p> <p>b. The 12-month period shall reckon from the issuance of Final Certificate of Completion and Acceptance. For this purpose, Section VIII of the Technical Specification (Warranties of the Service Provider) shall read as:</p>

<p>final Certificate of Completion?</p> <p>c. Does the warranty cover both the cloud and on-premises server? What service/support warranty is required?</p>	<p><b>VIII. WARRANTIES OF THE SERVICE PROVIDER</b></p> <p><i>The service provider warrants that it shall conform strictly with the terms and conditions of this Terms of Reference. The warranty period shall commence upon issuance of the <b><u>Final Certificate of Acceptance/Completion</u></b> with the applicable period, which shall be for twelve (12) months to cover software upgrades, security patches and technical support. The service provider warrants that its personnel shall take all necessary precautions for the safety of persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices. The service provider shall coordinate with the authorized and/or designated National Privacy Commission personnel in the performance of their jobs. The service provider shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the National Privacy Commission shall be specifically released from all liabilities arising therefrom.</i></p> <p>c. Yes, the warranty covers both cloud and on-premises server, and service/support needed is indicated in the Terms of Reference as well as the classification of issues or concerns.</p>
<p>4. Section V of the Technical Specifications providing for Service Level Agreement provides that technical support must be pro-</p>	<p>Depending on the level of support needed, the options provided in the Terms of Reference will be determined by the end-user. Since there are several options provided, on-site support may not always be the case. The end-user however, may require at least once or twice on-premise support especially during deployment (installation, configuration, system upgrades/patch).</p>

<p>vided either on-site, via telephone or email to resolve technical and other related problems, to comply to this provision, does NPC require on-premise support?</p>	
<p>5. Are there any other requirements the bidders need to submit aside from those listed in the Bidding Documents?</p>	<p>Aside from those mentioned in the Bidding Documents, bidders are also reminded to comply with Government Procurement Policy Board Resolution No. 16-2020 approving Circular 04-2020 (<i>Guidelines in the Preparation of the Simplified Philippine Bidding Documents for Goods and Infrastructure Projects and the Submission of the Required Forms to be included in the Procurement of Goods, Infrastructure Projects, and Consulting Services</i>) issued on 16 September 2020.</p> <p>As such, bidders are reminded to submit the revised Bid Securing Declaration and Omnibus Sworn Statement, among others, as can be found in:</p> <p><a href="https://www.gppb.gov.ph/downloadables.php">https://www.gppb.gov.ph/downloadables.php</a></p>

The foregoing shall form an integral part of the **Bidding Documents for the DPO ACE Automated Examination System (DPO ACE AES) - Customized Software/System License** for the National Privacy Commission. Any provision inconsistent herewith is hereby amended and superseded accordingly.

For the information and guidance of all concerned.

**ATTY. MARIA THERESITA E. PATULA**  
*Chairperson, Bids and Awards Committee*