

BIDDING DOCUMENTS

PENETRATION TESTING AND FORENSIC SOFTWARE



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

November 2022

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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



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

INVITATION TO BID FOR *Penetration Testing and Forensic Software*

1. The *National Privacy Commission* through the *FY 2022 General Appropriations Republic Act No. 11639* intends to apply the sum of *Four Million Forty Thousand Pesos only (Php 4,040,000.00)* being the ABC to payments under the contract for *Penetration Testing and Forensic Software – APP Item No. 2022-0038*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *National Privacy Commission* now invites bids for the above Procurement Project. Delivery of the Goods is required by *within fifteen (15) calendar days from the receipt by the Supplier of the Notice to Proceed (NTP)/Purchase Order (PO)*. Bidders should have completed, within *three (3) 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. 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 *National Privacy Commission* and inspect the Bidding Documents at the address given below during *Monday to Friday, 9:00 AM to 4:00 PM*. *Due to alternative work arrangement being adopted by the Commission, please set an appointment first with the NPC-BAC Secretariat through the email address given below.*

For the processing of payment of the Bidding Documents, please be reminded to bring the following documents:

- a) *Copy of the Invitation to Bid;*
- b) *Original or Certified True Copy of Letter of Intent*
- c) *Copy of company ID; and*
- d) *For check payments, check should be issued to the Bureau of the Treasury*

e) For cash payments, copies of the cash with visible serial number.

Please send an advanced copy of the abovementioned documents to the BAC Secretariat at: bacsecretariat@privacy.gov.ph before your scheduled appointment to facilitate the preparation of payment documents.

5. A complete set of Bidding Documents may be acquired by interested Bidders on 11 November 2022 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P 5,000.00) The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, or through electronic means.*
6. The *National Privacy Commission* will hold a Pre-Bid Conference¹ on 18 November 2022, 4:30 PM. through video conferencing via *Microsoft Teams*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through *electronic submission* via *electronic mail* to bacsecretariat@privacy.gov.ph on or before 01 December 2022 8:00 AM. 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 01 December 2022, at 4:30 PM through *videoconferencing* via *Microsoft Teams*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *Procedure for the conduct of electronic submission and receipt of bids shall be in accordance with the NPC-BAC Guidelines on Electronic Submission and Receipt of Bids.*

If you wish to join the pre-bid conference and the bid opening through video conferencing via Microsoft Teams, please coordinate with the NPC-BAC Secretariat through the email address given below.

11. The *National Privacy Commission* 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.
12. For further information, please refer to:

*Bids and Awards Committee Secretariat
East Banquet Hall, 5th Floor Delegation Building,
Philippine International Convention Center, Pasay City
bacsecretariat@privacy.gov.ph
(02) 8234-2228 local 127*

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

www.privacy.gov.ph

Note: Due to the alternative work arrangement being adopted by the National Privacy Commission, please communicate through the e-mail address provided.

13. You may visit the following websites:

For downloading of Bidding Documents: www.privacy.gov.ph

10 November 2022

SGD.

Atty. Maria Theresita E. Patula
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

IMPORTANT NOTE: In compliance with the Government Procurement Policy Board (GPPB) Resolution Nos. 09-2020 and 12-2020 approving measures for the efficient conduct of procurement activities and prescribing the form of the certification required for the conduct of electronic submission and receipt of bids by a procuring entity, the NPC Bids and Awards Committee (NPC-BAC) in a Resolution dated 03 August 2021, approved and adopted the “Guidelines on Electronic Submission and Receipt of Bids”, herein attached, for the efficient execution of its procurement activities, particularly the competitive biddings lined up for the year.

Please refer to the said guidelines for instructions on the proper preparation of your bids to be submitted electronically via e-mail to bacsecretariat@privacy.gov.ph

1. Scope of Bid

The Procuring Entity, *National Privacy Commission* wishes to receive Bids for the *Penetration Testing and Forensic Software*, with identification number *APP Item No. 2022-0038*.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2022 General Appropriations Republic Act No. 11639* in the amount of *Four Million Forty Thousand pesos only (Php 4,040,000.00)*

2.2. The source of funding is the NGA, the General Appropriations Act or Special Appropriations.

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.

5.2.1 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:
- a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) 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. 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 through videoconferencing 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

IMPORTANT NOTE: In compliance with the Government Procurement Policy Board (GPPB) Resolution Nos. 09-2020 and 12-2020 approving measures for the efficient conduct of procurement activities and prescribing the form of the certification required for the conduct of electronic submission and receipt of bids by a procuring entity, the NPC Bids and Awards Committee (NPC-BAC) in a Resolution dated 03 August 2021, approved and adopted the “Guidelines on Electronic Submission and Receipt of Bids”, herein attached, for the efficient execution of its procurement activities, particularly the competitive biddings lined up for the year.

For the submission of the PhilGEPS Platinum Membership and Registration, please refer to GPPB Resolution No. 15-2021, on the suspension of the implementation of mandatory submission of the PhilGEPS Certificate of Platinum

Registration and Membership, and the mandatory submission of the revised PhilGEPS Certificate reflecting the four (4) caveats mentioned in the said Resolution.

Please refer to the said guidelines for instructions on the proper preparation of your bids to be submitted electronically via e-mail to bacsecretariat@privacy.gov.ph

Also note that, once declared the lowest/single calculated bid and endorsed for post-qualification, you will be required to submit hard copies of the bids, sealed, and marked in accordance with the instruction contained in these bidding documents.

- 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 *three (3) 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

IMPORTANT NOTE: In compliance with the Government Procurement Policy Board (GPPB) Resolution Nos. 09-2020 and 12-2020 approving measures for the efficient conduct of procurement activities and prescribing the form of the certification required for the conduct of electronic submission and receipt of bids by a procuring entity, the NPC Bids and Awards Committee (NPC-BAC) in a Resolution dated 03 August 2021, approved and adopted the "Guidelines on Electronic Submission and Receipt of Bids", herein attached, for the efficient execution of its procurement activities, particularly the competitive biddings lined up for the year.

Please refer to the said guidelines for instructions on the proper preparation of your bids to be submitted electronically via e-mail to bacsecretariat@privacy.gov.ph

Also note that, once declared the lowest/single calculated bid and endorsed for post-qualification, you will be required to submit hard copies of the bids, sealed, and marked in accordance with the instruction in this bidding documents.

- 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, ex-warehouse, 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 the **BDS**.
 - 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 the **BDS**.

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 Declaration² 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 *120 calendar days from the date of the opening of bid, which is on 1 December 2022*. 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

IMPORTANT NOTE: In compliance with the Government Procurement Policy Board (GPPB) Resolution Nos. 09-2020 and 12-2020 approving measures for the efficient conduct of procurement activities and prescribing the form of the certification required for the conduct of electronic submission and receipt of bids by a procuring entity, the NPC Bids and Awards Committee (NPC-BAC) in a Resolution dated 03 August 2021, approved and adopted the "Guidelines on Electronic Submission and Receipt of Bids", herein attached, for the efficient execution of its procurement activities, particularly the competitive biddings lined up for the year.

Please refer to the said guidelines for instructions on the proper preparation of your bids to be submitted electronically via e-mail to bacsecretariat@privacy.gov.ph

Also note that, once declared the lowest/single calculated bid and endorsed for post-qualification, you will be required to submit hard copies of the bids, sealed, and marked in accordance with the instruction in the bidding documents.

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**.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 Entity's 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 14 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 follows: 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

- 20.1. 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

- 21.1. 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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Contracts for the supply and delivery of Penetration Testing and Forensic Software</i> b. completed within 3 years prior to the deadline for the submission and receipt of bids.
7.1	<i>Not applicable.</i>
12	The price of the Goods shall be quoted DDP <i>National Privacy Commission</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <u>P 80,800.00</u>, 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 <u>P 202,000.00</u> if bid security is in Surety Bond.
15	<p><i>IMPORTANT NOTE: In compliance with the Government Procurement Policy Board (GPPB) Resolution Nos. 09-2020 and 12-2020 approving measures for the efficient conduct of procurement activities and prescribing the form of the certification required for the conduct of electronic submission and receipt of bids by a procuring entity, the NPC Bids and Awards Committee (NPC-BAC) in a Resolution dated 03 August 2021, approved and adopted the "Guidelines on Electronic Submission and Receipt of Bids", herein attached, for the efficient execution of its procurement activities, particularly the competitive biddings lined up for the year.</i></p> <p><i>Please refer to the said guidelines for instructions on the proper preparation of your bids to be submitted electronically via e-mail to bacsecretariat@privacy.gov.ph</i></p> <p><i>Also note that, once declared the lowest/single calculated bid and endorsed for post-qualification, you will be required to submit hard copies of the bids, sealed, and marked in accordance with the instruction here in this bidding documents.</i></p> <p><i>The bidder who has the lowest/single calculated bid shall submit one (1) original copy and one (1) readable hard copy of the first (technical) and second (financial) components of its bid. Documents to be submitted shall be properly tabbed and labeled.</i></p>
19.3	<i>Not applicable.</i>
20.2	<i>Not applicable.</i>
21.2	<i>Not applicable.</i>

Section IV. General 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 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 VII (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

Special Conditions of Contract

GCC Clause	
1	<p><i>TECHNICAL REQUIREMENTS / SPECIFICATIONS</i></p> <p>A. (1) Digital Forensic Investigation Software (EnCase with Training, Examination and Certification)</p> <ul style="list-style-type: none"> • Software licenses must be compatible with the current/existing digital forensic investigation software. • Inclusive of One (1) Year Maintenance Systems • Capable of acquiring data in a forensically sound manner using software accepted by courts worldwide. • Capable of investigating and analyzing data from multiple platforms such as Windows, Linux, AIX, OS X, Solaris, and more—using a single tool. • Capable of finding information despite hidden, cloaked, or deleted data • Capable of easily managing large volumes of computer evidence, viewing all relevant files, including deleted files, file slack, and unallocated space • Capable of creating exact duplicates of original data and verifying by hash and error check • Capable of transferring evidence files directly to law enforcement or legal representatives • Capable of providing review options that allow non-investigators, such as attorneys, to review evidence with ease • Capable of providing reporting options for quick report preparation. • Supplier should provide the Training, Examination and Certification for two (2) personnel of the End-User <p>B. (1) Mobile Forensic Investigation Device License (Device License and Software License Only) (Cellebrite)</p> <ul style="list-style-type: none"> • Software licences must be compatible with the current/existing mobile forensic investigation device software. • Inclusive of One (1) Year Maintenance Systems • Inclusive of decoding, analysis and report generation software license • Capable of Bypassing pattern, password or PIN locks. • Capable of displaying and visualizing data in a unified format to build timelines and maps and more easily see relevant connections • Can generate easy-to-read reports available in different formats like PDF for entire data sets or filtered information. • Supplier should provide End-user training on the use of the software with certification of training as proof <p>C. (1) Cloud- based Service Analyzer Software (Cellebrite)</p>

- Software licenses must be compatible with the current/existing mobile forensic cloud analyzer system software
- Inclusive of One (1) Year Maintenance Systems
- Software shall allow gathering user data from popular social media and cloud-based sources.
- Able to collect and hash digital evidence from HTML-based web pages
- Can enable the user to view user search history and gather geo-location data
- Able to normalize and sort data into different formats
- Can generate easy-to-read reports available in different formats like PDF for entire data sets or filtered information
- Support reporting of extracted data from the cloud to a machine-readable format so it can be digested by other analysis systems
- Supplier should provide End-user training on the use of the software with certification of training as proof.

D. (3) Web Application Vulnerability Assessment Software (BurpSuite Pro)

- Software licenses must be compatible with the current/existing vulnerability assessment software, and should be good for three (3) years.
- Inclusive of One (1) Year Maintenance Systems
- Capable of operating 100% on-premises. Scan results should always be available on premises. Describe the solution's architecture. Detail all components and modules required to deliver the complete solution.
- Must be offered as either Software Product or Software as a Service
- Must support at least the below mentioned supported platforms as OS: Ubuntu Linux LTS, Microsoft Windows Server, Microsoft Windows and Red Hat Enterprise Linux Server
- Can be set to run scans on a daily, weekly, or monthly basis
- Capable of performing variety of scans, such as fast crawl or critical vulnerability audit, with ease
- Capable of displaying graphical dashboards that allows viewing of bugs by severity or type.
- Can be configured to specify maximum link depth, reported vulnerabilities, fast versus exhaustive results, and more
- Can be tailored to export HTML reports which includes any level of detail, severity and confidence as required
- Supplier must provide three (3) user licenses for this software

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:

	<p>“The delivery terms applicable to this Contract are delivered <i>at the National Privacy Commission 5th Floor, Delegation Building, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are <i>Ms. Kimberly Ann M. Medina/Mr. Joel T. Pagtulingan</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> 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; a. 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
	<p>Intellectual Property Rights –</p> <p>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.</p>
2.2	<p>The terms of payment shall be as follows: <i>Payment shall be made when the Goods and Services have been delivered in accordance with the signed contract/purchase order and instructions and upon issuance of Certificate of Acceptance by the End-User.</i></p>
4	<p>The inspections and tests that will be conducted are: <i>The inspections and tests will be conducted by the Inspection and Acceptance Committee of the National Privacy Commission and the end-user.</i></p>

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.

Item	Quantity	Date of Delivery	Supporting Documents
1. Digital Forensic Investigation Software (EnCase with Training, Examination and Certification)	1 License	Delivery for software licenses shall be made within twenty-five (25) calendar days from receipt of Purchase Order (PO) / Notice to Proceed (NTP) but should not go beyond December 29, 2022; and complete delivery/ conduct of certification training and other trainings shall be made within sixty (60) calendar days from December 29, 2022.	1. Instruction manual, 2. Training Certificate, 3. Warranty certificate, 4. Billing Statement/Sales Invoice/Statement of Account, 5. Delivery Receipt
2. Mobile Forensic Investigation Device License (Device license and software license only) (Cellebrite)	1 License		
3. Cloud-based Service Analyzer Software (Cellebrite)	1 License		
4. Web Application Vulnerability Assessment Software (BurpSuite Pro)	3 Licenses good for 3 Years		

I hereby undertake to comply and deliver all the above requirements.

Company Name

Name and Signature of Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

[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 cross-referenced 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.]

Qty	Item	Specifications	Statement of Compliance
1	Digital Forensic Investigation Software (EnCase with Training, Examination and Certification)	<p>The procurement of the Commission’s Digital Forensic Investigation Software License SHOULD MEET THE FOLLOWING SPECIFICATIONS:</p> <p>Software licenses must be compatible with the current/existing digital forensic investigation software.</p> <p>Inclusive of One (1) Year Maintenance Systems</p> <p>Capable of acquiring data in a forensically sound manner using software accepted by courts worldwide.</p> <p>Capable of investigating and analyzing data from multiple platforms such as Windows, Linux, AIX, OS X, Solaris, and more – using a single tool.</p> <p>Capable of finding information despite hidden, cloaked, or deleted data.</p> <p>Capable of easily managing large volumes of computer evidence,</p>	

		<p>viewing all relevant files, including deleted files, file slack, and unallocated space.</p> <p>Capable of creating exact duplicates of original data and verifying by hash and error check.</p> <p>Capable of transferring evidence files directly to law enforcement or legal representatives.</p> <p>Capable of providing review options that allow non-investigators, such as attorneys, to review evidence with ease.</p> <p>Capable of providing reporting options for quick report preparation.</p> <p>Supplier should provide the Training, Examination and Certification for two (2) personnel of the End-User</p>	
Qty	Item	Specifications	
1	<p>Mobile Forensic Investigation Device License (Device License and Software License Only) (Cellebrite)</p>	<p>The procurement of the Commission's Mobile Forensic Investigation Device License SHOULD MEET THE FOLLOWING SPECIFICATIONS:</p> <p>Software licenses must be compatible with the current/existing mobile forensic investigation device software.</p> <p>Inclusive of One (1) Year Maintenance Systems</p> <p>Inclusive of decoding, analysis and report generation software license Capable of Bypassing pattern, password or PIN locks.</p> <p>Capable of displaying and visualizing data in a unified format</p>	

		<p>to build timelines and maps and more easily see relevant connections Can generate easy-to-read reports available in different formats like PDF for entire data sets or filtered information.</p> <p>Supplier should provide End-user training on the use of the software with certification of training as proof.</p>	
Qty	Item	Specifications	
1	Cloud-based Service Analyzer Software (Cellebrite)	<p>The procurement of the Commission's Cloud-based Services Analyzer License SHOULD MEET THE FOLLOWING SPECIFICATIONS:</p> <p>Software licenses must be compatible with the current/existing mobile forensic cloud analyzer system software Inclusive of One (1) Year Maintenance Systems</p> <p>Software shall allow gathering user data from popular social media and cloud-based sources.</p> <p>Able to collect and hash digital evidence from HTML-based web pages</p> <p>Can enable the user to view user search history and gather geo-location data</p> <p>Able to normalize and sort data into different formats</p> <p>Can generate easy-to-read reports available in different formats like PDF for entire data sets or filtered information</p> <p>Support reporting of extracted data from the cloud to a machine-readable format so it can be digested by other analysis systems</p>	

		Supplier should provide End-user training on the use of the software with certification of training as proof.	
Qty	Item	Specifications	
3	Web Application Vulnerability Assessment Software (BurpSuite Pro)	<p>The procurement of the Commission's Web Application Vulnerability Assessment Software SHOULD MEET THE FOLLOWING SPECIFICATIONS:</p> <p>Software licenses must be compatible with the current/existing vulnerability assessment software, and should be good for three (3) years.</p> <p>Inclusive of One (1) Year Maintenance Systems</p> <p>Capable of operating 100% on-premises. Scan results should always be available on premises. Describe the solution's architecture. Detail all components and modules required to deliver the complete solution.</p> <p>Must be offered as either Software Product or Software as a Service</p> <p>Must support at least the below mentioned supported platforms as OS: Ubuntu Linux LTS, Microsoft Windows Server, Microsoft Windows and Red Hat Enterprise Linux Server.</p> <p>Can be set to run scans on a daily, weekly, or monthly basis.</p> <p>Capable of performing variety of scans, such as fast crawl or critical vulnerability audit, with ease.</p> <p>Capable of displaying graphical dashboards that allows viewing of bugs by severity or type.</p>	

		<p>Can be configured to specify maximum link depth, reported vulnerabilities, fast versus exhaustive results, and more.</p> <p>Can be tailored to export HTML reports which includes any level of detail, severity and confidence as required.</p> <p>Supplier must provide three (3) user licenses for this software</p> <p>Supplier should provide End-user training on the use of the software with certification of training as proof.</p>	
	<p>Supplier's Qualification</p>	<p>Must provide a certificate or proof being the duly authorized or sole distributor (provider) of the said Software(s).</p> <p>Inclusive of One (1) Year Maintenance Systems per software as stipulated on Section (III)(A), unless explicitly stated,</p> <p>Provider must provide basic training for all software subscriptions for at least sixteen (16) number of hours to at least ten (10) number of participants/users, which should be conducted and completed within sixty (60) calendar days from December 29, 2022.</p> <p>Supplier should have a local partner to provide immediate post-sales support.</p> <p>Supplier should have Manufacturer's Authorization to supply and support the renewal of software licenses.</p> <p>Supplier should have at least two (2) government contracts with satisfactory performance for the</p>	

		<p>software(s) stipulated on Section (III).</p> <p>Supplier should have at least two (2) Government contracts in relation to Digital or Computer Forensics with satisfactory performance.</p>	
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I hereby undertake to comply and deliver all the above requirements.

Company Name

Name and Signature of Authorized Representative

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.

IMPORTANT NOTE: Aside from these mentioned in the Bidding Documents, bidders are also reminded to comply with Government Procurement Policy Board Resolution No. 16-2020 Approving Circular 04-2020 (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) issued on 16 September 2020.

As such, bidders are reminded to use and submit the revised Bid Securing Declaration, Bid Form, Price Schedule, and Omnibus Sworn Statement, among others, as can be found in: <https://www.gppb.gov.ph/downloadables.php>

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR and GPPB Resolution No. 15-2021**.

Technical Documents

- (b) 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**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) 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

- (h) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (k) *[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.

- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

