

PHILIPPINE BIDDING DOCUMENTS

Compliance and Security Monitoring Command Center



April 2024

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

INVITATION TO BID FOR Compliance and security Monitoring Command Center (CSMCC)- Supply, Delivery, Development, Installation, Security, Testing, Service and Warranty CSM Command Center

1. The *National Privacy Commission*, through the *FY 2024 General Appropriations Act Republic Act No. 11975* intends to apply the sum of *One Hundred Nineteen Million, One Hundred Nine Thousand Pesos (Php 119,109,000.00)*, being the ABC to payments under the lot *Compliance and security Monitoring Command Center (CSMCC)- Supply, Delivery, Development, Installation, Security, Testing, Service and Warranty CSM Command Center- APP Item No. 2024-0082* Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The *National Privacy Commission* now invites bids for the above Procurement Project. Delivery of the Goods (fully operational) is required by *on or before 15 December 2024 and Certificates and Licenses and the hardware bundle should be delivered on or before 25 June 2024*. Bidders should have completed, within *three 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 18 April 2024 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 Fifty Thousand Pesos (Php 50,000.00).* 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 29 April 2024, 1:00 PM at through video conferencing or webcasting *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 email to bacsecretariat@privacy.gov.ph *on or before 13 May 2024, 9:00 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 13 May 2024, 1:30 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.

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.

12. For further information, please refer to:

BIDS AND AWARDS COMMITTEE SECRETARIAT
West Banquet Hall, 5th Floor, Ang Kiukok Hall,
PICC Delegation Building, PICC Complex,
Roxas Boulevard Manila 1307
bacsecretariat@privacy.gov.ph
Tel No. +632 5322 1322
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

18 April 2024

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 *Compliance and security Monitoring Command Center (CSMCC)- Supply, Delivery, Development, Installation, Security, Testing, Service and Warranty CSM Command Center* with identification number *APP Item No. 2024-0082*.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *FY 2024 General Appropriations Act Republic Act No. 11975* in the amount of *One Hundred Nineteen Million, One Hundred Nine Thousand Pesos (Php 119,109,000.00)*.
- 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. 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 ift the suspension on 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 postqualification, you will be required to submit hard copies of the bids, sealed, and marked in accordance with the instruction in this 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 *(one) 1 year* 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.

For the submission of the PhilGEPS Platinum Membership and Registration, please refer to GPPB Resolution No. 15-2021, on the ift the suspension on 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 postqualification, 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 *[indicate date]*. 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.

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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 postqualification, you will be required to submit hard copies of the bids, sealed, and marked in accordance with the instruction in this bidding documents.

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.

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**.

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 may be. 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**.
- 20.2. The Bidder must also submit the Certificate of Registration issued by the National Privacy Commission upon registration of the company's Data Protection Officer.

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> <ul style="list-style-type: none"> a. <i>Contracts for the Compliance and security Monitoring Command Center (CSMCC)- Supply, Delivery, Development, Installation, Security, Testing, Service and Warranty CSM Command Center.</i> b. completed within one (1) year 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> <ul style="list-style-type: none"> a. The amount of not less than Php 2,382,180.00, 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 Php 5,955,450.00 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	
	<p>Delivery and Documents –</p> <p>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> <p>“The delivery terms applicable to this Contract are delivered <i>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 Atty. Rainier Anthony M. Millanes/ Mr. Joel T Pagtulingan/ Mr. Marlon Ruben N. Fabricante</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> <ol 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; d. 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
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <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 Number	Description	Quantity	Total	Delivered, Weeks/Months	
1.	Inception Report and Delivery of Certificates, Licenses, and Hardware Bundle	1 Lot	1 unit	1 unit	No later than 25 June 2024
2.	Authentication Gateway	1 Lot	1 unit	1 unit	No later than 25 June 2024
3.	Mobile devices	1 Lot	25 units	25 units with accessories	No later than 25 June 2024
4.	Interactive LED Screen	1 Lot	1 unit	1 unit with accessory	No later than 25 June 2024
5.	4K HD Screen	1 Lot	6 units	6 units with accessories	No later than 25 June 2024
6.	High Performance Laptops	1 Lot	25 units	25 units with accessories	No later than 25 June 2024
7.	Mid Performance Laptops	1 Lot	20 units	20 units with accessories	No later than 25 June 2024
8.	Mid Performance Desktop	1 Lot	1 unit	1 unit with accessory	No later than 25 June 2024
9.	High Performance Desktop	1 Lot	2 units	2 units with accessories	No later than 25 June 2024
10.	High Performance Monitor	1 Lot	25 units	25 units with accessories	No later than 25 June 2024
11.	Multifunction Printer	1 Lot	1 unit	1 unit with accessory	No later than 25 June 2024
12.	Portable Multifunction Printer	1 Lot	1 unit	1 unit with accessory	No later than 25 June 2024
13.	Short Throw Projector	1 Lot	2 units	2 units with accessories	No later than 25 June 2024
14.	Portable Satellite Internet	1 Lot	2 units	2 units with Subscriptions	No later than 25 June 2024
15.	Server Hardware	1 Lot	1 unit	1 unit with accessories	No later than 25 June 2024
16.	Other Essential components	1 Lot	1 unit	1 unit	No later than 25 June 2024
17.	Bug Reporting portal	1 Lot	1 unit	1 unit	2 months upon notice to proceed

18. Development of CCMMS	1 Lot	1 unit	1 unit	On or before 15 December 2024
19. Technical Training	1 Lot	1 unit	1 unit	On or before 15 December 2024
20. Enhancement of DBNMS and NPCRS	1 Lot	1 unit	1 unit	On or before 15 December 2024
21. Vulnerability, Assessment and Penetration Testing of CCMMS	1 Lot	1 unit	1 unit	On or before 15 December 2024
22. Deployment Services	1 Lot	1 unit	1 unit	On or before 15 December 2024
23. Privacy Impact Assessment	1 Lot	1 unit	1 unit	On or before 15 December 2024

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.]

Item	Specification	Statement of Compliance
1	<p>Development of CCMMS</p> <p>The following basic components of the CCMMS are but not limited to the following modules and its functionalities:</p> <p>i. PIC portal</p> <ul style="list-style-type: none"> ○ Development of secure and separate portal for external users. ○ Integration of all CMD systems (NPCRS, DBNMS, CCMMS). ○ Changing of PIC entry point to be NPCRS only. ○ All NPCRS external functions (registration, renewal, amendment, etc.). ○ All DBNMS external functions (submission of PDBNs, ASIRs, etc.). ○ All Compliance Check Monitoring System external functions (submission of documents, status tracker, privacy sweep, etc.). ○ Report Generation. ○ Secure submission and storage of documents submitted. <p>ii. Internal Dashboard</p> <ul style="list-style-type: none"> ○ Development of secure and separate portal for internal users. ○ Capability to perform all internal tasks related to NPCRS (validation, approval, amendment, etc.). 	

	<ul style="list-style-type: none"> ○ Capability to perform all internal tasks related to DBNMS (evaluation, initial review and final review, etc.). ○ Capability to perform all internal tasks related to Compliance Check systems such as but not limited to: <ul style="list-style-type: none"> ● Development Setting of Privacy Sweep Targets; ● Conduct Privacy Sweep; ● Automated Drafting of Notices, Letters and Orders; ● Send Notices, Letters and Orders to PIC/PIP; ● Email Notification of submitted Documents from the PIC Portal; ● Status tracker of the Compliance document of PIC/PIP; ● Queueing system of Compliance document of PIC/PIP; ● Role-based access to features; ● Designation of assignee per PIC/PIP; ● Multi-Level Approval system; ● Internal notification system via email to other NPC offices. ○ Secure storage of documents submitted through the customer, only the assigned evaluator, reviewer can view the submitted report and files. ○ Able to securely upload and auto compress to the set file size without compromising the quality of the pictures taken from the authorized bundled mobile device as evidence of the On-Site Visit (OSV). ○ Able to securely upload sound recordings taken during OSV discussion of findings with representatives of target PIC/PIP. ○ Generate and edit reports, Commission Orders, and recommendations. ○ Generation of IPCRs and DPCRs. ○ Role based access. <p>iii. Analytics and Rating</p> <ul style="list-style-type: none"> ○ Performance analytics of reviewers, evaluators and staff-based on the speed of resolution and responsiveness. ○ Ability to rate evaluators and reviewers. ○ Analytical report on common findings, issues, etc. based on the reports made in the system. 	
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	<p>a. CCMMS Databases</p> <p>The initial build-up of a new CCMMS database and the migration of existing CCMMS databases to the new databases. In this respect, it requires the following services:</p> <ul style="list-style-type: none"> ○ The sizing, configuring, and provisioning of the necessary systems storage space and the set-up and establishment of the required databases. ○ The actual data migration from the existing old files and databases to new databases. ○ Provisioning of new VMs or dockers or any relevant infrastructure/resource if needed. ○ Secure web storage of uploaded files. ○ Integration of the databases of NPCRS, DBNMS to the new database of the CCMMS <p>b. Technical Training</p> <p>The provision of the necessary user, administrative and technical trainings that cover CCMMS usage, database administration, and others.</p> <p>c. Future Proofing</p> <p>Provisioning of the capability to integrate with future system enhancements and other NPC systems in the pipeline, specifically assess cases under Adjudication and the enforcement of the payment of administrative fines.</p> <p>d. Enhancement of the features of DBNMS and NPCRS</p> <ul style="list-style-type: none"> ○ Including features for integration of user accounts both for internal and external users (Universal account for all compliance related systems) ○ Adding of documented enhancement features on both NPCRS and DBNMS <p>e. Vulnerability Assessment, Penetration Testing</p> <ul style="list-style-type: none"> ○ Provide detailed security testing reports about the possible threats and vulnerabilities of the application system on the network, system software, client-side application, and server-side application. The security testing shall be done as much as necessary or as determined by NPC’s IMISU and the end-user, security testing should be done in development servers, staging server deployment and prior to the deployment to production. 	
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	<ul style="list-style-type: none"> ○ Conform to the resource requirements of the Open Web Application Security Project (OWASP) as well as other security testing methodologies. The reports shall be submitted to the end-user and IMISU. 	
2	<p>Authentication Gateway</p> <ul style="list-style-type: none"> ● General Requirements: <ul style="list-style-type: none"> ○ The Solution shall be for 10000 users. ○ The Authentication Solution shall be deployed on cloud. ● The AUTHENTICATION Solution shall have the following capabilities/features, multifactor authentication for: <ul style="list-style-type: none"> ○ desktop/laptop and mobile phones running on at least two (2) different platforms such Microsoft Windows, MacOS, Android, iOS; ○ network services such as but not limited to VPNs, Firewall; ○ emails such as but not limited to Office 365 and Outlook Web Application; ○ developed application systems including critical application systems both on-prem and on cloud; ○ cloud service providers such as but not limited to AWS, Azure, Google Cloud; ○ Cloud SaaS solutions; ○ virtualization platform; ○ dashboard or console for management, configuration, and status monitoring over web application console using Hypertext Transfer Protocol Secure (HTTPS) protocol; ○ automated audit and access logs, reports for any access violation; ○ software token/push notification/one-time password (OTP) and mobile authentication; ○ self-servicing and password management functionality to allow users to manage their own registrations and passwords without administrator intervention; ○ customized reports that can be exported in pdf, csv, and excel format; ○ can be integrated with Lightweight Directory Access Protocol (LDAP); ○ no retention of login credentials on its Database (DB); ○ can disable/wipe the soft token remotely in case of any security incidents. ○ built-in two factor authentication for accessing AUTHENTICATION admin console; ○ able to deploy agents (if applicable) remotely; 	

	<ul style="list-style-type: none"> ○ can support both Open ID and Security Assertion Markup Language (SAML) natively and can be able to integrate with Active Directory Federation Services; ○ can integrate with third party applications such as reverse proxy solution, and Privileged Identity Management (PIM) solution; ○ can offer Application Programming Interface (API)s. 	
3	<p>The Service Provider shall provide 1 Lot with a total of twenty-five (25) mobile devices with the following specifications:</p> <ul style="list-style-type: none"> ○ Processor: Should have at least 8 CPU cores ○ Memory Bandwidth: at least 100 GBPs ○ GPU Cores: Has a minimum of 10 ○ Operating System: Ability to run at the minimum .ipa applications and maximum .ipa and .apk applications ○ Memory: At least 8 GB ○ Storage: At least 512 GB Solid State Drive ○ Display: At least 12.9-inch with refresh rate of 120Hz ○ Connectivity: <ul style="list-style-type: none"> ● At least IEEE 802.11 a/b/g/n/ac/6e, dual-band, hotspot ● At least Bluetooth 5.3 ● Has a cellular capability ○ Camera <ul style="list-style-type: none"> ● 12 MP, f/1.8, (wide), 1/3", 1.22µm, dual pixel PDAF 10 MP, f/2.4, 125° (ultrawide) ○ Must include one (1) mobile pencil. ○ Warranty: <ul style="list-style-type: none"> ● Both Mobile device and Mobile Pencil – One (1) year upon delivery ○ Supplier must have an accredited/authorized service centers in Metro Manila. 	
4	<p>The Service Provider shall provide 1 Lot with accessories there should be a total of One (1) Interactive LED Screen with the following specifications:</p> <ul style="list-style-type: none"> ○ Display: <ul style="list-style-type: none"> ● Screen Size: 75" ● Resolution: 3,840 x 2,160 ● Contrast Ratio: 4000:1 ● Viewing Angle (H/V): 178/178 ● Pixel Pitch (HxV): 0.429x0.429 in ● Color Gamut: 72% (NTSC) ● Glass Haze: 25% ● H-Scanning Frequency: 30~81kHz ● Maximum Pixel Frequency: 594MHz 	

	<ul style="list-style-type: none"> • V-Scanning Frequency: 48~75Hz • Brightness (Typ.): 500 nit • Orientation: Landscape/Portrait • Panel Type: VA • Active Display Area: 1650.24 (H) x 928.26 (V) • Response Time (ms): 8ms <ul style="list-style-type: none"> ○ Connectivity <ul style="list-style-type: none"> • HDMI In: 3 • DP In: 1 • Version of DP: 1.2 • USB: 4 (Type A: 3, Type C: 1) • Version of HDCP: 2.2 • IR In: Yes • Audio Out: Stereo Mini Jack • RS232 In, RS232 Out • RJ45 In • WiFi: 2.4/5.0 GHz • Version of HDMI: 2 • Bluetooth • Speaker: 10W 2ch ○ Features: <ul style="list-style-type: none"> • Touch Screen • Learning Platform • Flash Memory Size: 32GB • Device Sharing ○ Power <ul style="list-style-type: none"> • Power Supply: AC100-240V 50/60Hz ○ Dimensions: <ul style="list-style-type: none"> • Bezel Width: 20.4mm(T/LR), 44.7mm(B) • Packaging (WxHxD): 1905 x 1189 x 287 mm • Set Dimension (WxHxD): 1724 x 1026.3 x 89 mm ○ Weight: <ul style="list-style-type: none"> • Package Weight: 72.2 kg • Product Weight: 59.3 kg ○ Mechanical Specs: <ul style="list-style-type: none"> • VESA Mount: 400 x 400 mm • Frame Material: Non-Glossy • ○ Accessories: <ul style="list-style-type: none"> • Quick Setup Guide, • Warranty Card, 	
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	<ul style="list-style-type: none"> • Power Cord • RS232C (In) Gender • Remote Controller and Batteries • Stand • Mount <ul style="list-style-type: none"> ○ Warranty: <ul style="list-style-type: none"> • At least one (1) year upon delivery date ○ Supplier must have an accredited/authorized service centers in Metro Manila. 	
5	<p>The Service Provider shall provide 1 Lot with accessories there should be a total of Six (6) 4K HD Screen with the following specifications:</p> <ul style="list-style-type: none"> ○ Display: <ul style="list-style-type: none"> • Screen Size: 43” • Resolution: 3,840 x 2,160 • Contrast Ratio: 4000:1 • Color gamut: NTSC 88% (typ), DCI-P3 94% (typ), BT09 99.5% (typ) • Color depth: 1.07 billion (8-Bit + FRC) • Refresh rate: 60HzMEMC: Yes, 60Hz • Viewing angle: 178°(H)/178° ○ Connectivity: <ul style="list-style-type: none"> • At least 2x HDMI 2.0 • At least 4x USB • Audio Out: Stereo Mini Jack • RJ45 In • WiFi: 2.4/5.0 GHz • Bluetooth 5.0WiFi 2.4GHz/5GHz ○ Power: <ul style="list-style-type: none"> • Power Supply: AC100-240V 50/60Hz ○ Dimensions: <ul style="list-style-type: none"> • Dimensions including base (L x W x H): 1117.2 x 276.8 x 710.6mm • Dimensions not including base (L x W x H): 1117.2 x 83.6 x 652.5mm ○ Weight: <ul style="list-style-type: none"> • Weight including base: 9.83 kg • Weight not including base: 9.69 kg ○ Accessories: <ul style="list-style-type: none"> • Quick Setup Guide, • Warranty Card, • Power Cord 	

	<ul style="list-style-type: none"> • Remote Controller and Batteries • Stand • Mount <ul style="list-style-type: none"> ○ Warranty: <ul style="list-style-type: none"> • At least one (1) year upon delivery date <p>Supplier must have an accredited/authorized service centers in Metro Manila.</p>	
6	<p>The Service Provider shall provide 1 Lot with accessories there should be a total of Twenty-five (25) High Performance Laptops with the following specifications:</p> <ul style="list-style-type: none"> ○ Processor: Should have at least 16 CPU cores with 16 performance cores ○ Memory Bandwidth: at least 400 GBps and 16 core neural engine. ○ GPU Cores: Has a minimum of 40 cores ○ Operating System: Ability to run at the minimum .dmg applications and maximum .dmg and .exe applications ○ Memory: At least 48 GB, configurable to up to 128GB Unified Memory ○ Storage: At least 1TB Solid State Drive, configurable to up to 8TB ○ Display: At least 16 inch, minimum of 47.95Hz to maximum of 60Hz fixed refresh rate and capable of adaptive refresh rate of up to 120Hz. ○ Connectivity: <ul style="list-style-type: none"> • Compatible with 802.11ax Wi-Fi 6E wireless networking • At least IEEE 802.11a/b/g/n/ac compatible • At least Bluetooth 5.0 ○ Camera: At least 1080p High Definition ○ Peripherals: <ul style="list-style-type: none"> • Must have backlit keyboard with built-in fingerprint security. • Must have Trackpad that supports multi-touch gestures, force touch trackpad. • Must have at least 100-watt-hour lithium-polymer battery • Must include a 140W USB-C power adapter. ○ Interface Ports: <ul style="list-style-type: none"> • 3x USB-C ports with support for: <ul style="list-style-type: none"> ▪ Charging ▪ DisplayPort ▪ Thunderbolt 4 ▪ USB 4 • 1x Magsafe 3 port • 1x HDMI Port 	

	<ul style="list-style-type: none"> • 1x SDXC Card Slot • 3.5mm Headphone Jack <ul style="list-style-type: none"> ○ Accessories: <ul style="list-style-type: none"> • Must include one wireless ergonomic mouse. • Must include one top load carry case. ○ Warranty: <ul style="list-style-type: none"> • Both laptops and wireless ergonomic mouse should have at least one (1) year upon delivery date <p>Supplier must have an accredited/authorized service centers in Metro Manila.</p>	
7	<p>The Service Provider shall provide 1 Lot with accessories there should be a total of Twenty (20) Mid Performance Laptops with the following specifications:</p> <ul style="list-style-type: none"> ○ Processor: Should have at least 16 core with 5.1 GHz, 30MB cache ○ Graphics: Intel 770 ○ Operating System: At least windows 10 64 bit Professional ○ Memory: At least 16 Gb DDR4 ○ Storage: At least 1TB Solid State Drive ○ Display: At least 16 inches. ○ Connectivity: <ul style="list-style-type: none"> • Compatible with 802.11ax Wi-Fi 6E wireless networking • At least IEEE 802.11a/b/g/n/ac compatible • At least Bluetooth 5.0 ○ Camera: At least 1080p High Definition ○ Peripherals: Must include a power adapter compatible with the device. ○ Interface Ports: <ul style="list-style-type: none"> • At least 1x HDMI Port • 1x SDXC Card Slot • At least 3x USB port • At least 1x USB C port ○ Accessories: <ul style="list-style-type: none"> • Must include one wireless ergonomic mouse. • Must include one top load carry case. ○ Warranty: <ul style="list-style-type: none"> • At least one (1) year upon delivery date <p>Supplier must have an accredited/authorized service centers in Metro Manila.</p>	

8	<p>The Service Provider shall provide 1 Lot with accessories there should be a total of One (1) Mid Performance Desktop with the following specifications:</p> <ul style="list-style-type: none"> ○ Processor: Should have at least 16 cores with 5.1 GHz, 30MB cache. ○ Graphics: Minimum 8gb RAM DDR6, 2.31 GHz Base clock ○ Operating System: At least windows 10 64 bit Professional ○ Memory: At least 32 Gb DDR4 ○ Storage: At least 2 TB Solid State Drive, configurable to up to 8TB t least 1TB Solid State Drive ○ Display: At least 16 inches. ○ Power Supply Unit: At least 700 watts, GOLD rating ○ Monitor: At least 24 inches, 120Hz refresh rate ○ Connectivity: <ul style="list-style-type: none"> ● Compatible with 802.11ax Wi-Fi 6E wireless networking ● At least IEEE 802.11a/b/g/n/ac compatible ● At least Bluetooth 5.0 ○ Camera: At least 1080p High Definition ○ Peripherals: Must include ergonomic mouse and keyboard ○ Interface Ports: <ul style="list-style-type: none"> ● At least 1x HDMI Port ● 1x SDXC Card Slot ● At least 3x USB port ● At least 1x USB C port ○ Accessories: <ul style="list-style-type: none"> ● Must include one wireless ergonomic mouse. ● Must include one wireless ergonomic keyboard. ● Must include one uninterruptible power supply. ○ Warranty: <ul style="list-style-type: none"> ● At least one (1) year from delivery date ● Ergonomic mouse and ergonomic keyboard: At least one (1) year from delivery date <p>Supplier must have an accredited/authorized service centers in Metro Manila.</p>	
9	<p>The Service Provider shall provide 1 Lot with accessories there should be a total of Two (2) High Performance Desktop with the following specifications:</p> <ul style="list-style-type: none"> ○ Processor: Should have at least 8 CPU cores with 4 performance cores, 4 efficiency cores and 10 cores GPU ○ GPU Cores: Has a minimum of 10 cores. ○ Operating System: Ability to run at the minimum .dmg applications and maximum .dmg and .exe applications 	

	<ul style="list-style-type: none"> ○ Memory: At least 24 Gb Unified Memory ○ Storage: At least 2 TB Solid State Drive. ○ Display: At least 24 inch 4.5k retina display. ○ Connectivity: <ul style="list-style-type: none"> ● At least Compatible with 802.11ax ● At least Bluetooth 5.3 ○ Camera: At least 1080p High Definition ○ Peripherals: Must include ergonomic mouse and keyboard with biometric security. ○ Interface Ports: 4x USB-C ports with support for: <ul style="list-style-type: none"> ● Charging ● DisplayPort ● Thunderbolt 4 ● USB 4 ● USB 3.1 Gen 2 (up to 10 Gbps) ○ Accessories: <ul style="list-style-type: none"> ● Must include one wireless mouse. ● Must include one wireless keyboard with biometric security. ○ Warranty: <ul style="list-style-type: none"> ● At least one (1) year from delivery date ● Ergonomic mouse and keyboard with biometric security: At least one (1) year from delivery date <p>Supplier must have an accredited/authorized service centers in Metro Manila.</p>	
10	<p>The Service Provider shall provide 1 Lot with accessories there should be a total of Twenty-five (25) High Performance Monitor with the following specifications:</p> <ul style="list-style-type: none"> ○ Display: <ul style="list-style-type: none"> ● Display Size (in.): 34 ● Viewable Area (in.): 34 ● Panel Type: VA Technology ● Resolution: 3440 x 1440 ● Resolution Type: UltraWide QHD ● Static Contrast Ratio: 4,000:1 (typ) ● Dynamic Contrast Ratio: 80M:1 ● Light Source: LED ● Brightness: 300 cd/m² (typ) ● Colors: 16.7M ● Color Space Support: 8 bit (6 bit + FRC) ● Aspect Ratio: 21:9 ● Response Time (MPRT): 1ms ● Viewing Angles: 178° horizontal, 178° vertical ● Backlight Life (Hours): 30000 Hrs (Min) ● Curvature: 1500R 	

	<ul style="list-style-type: none"> • Refresh Rate (Hz): 144 • Adaptive Sync: Yes • Blue Light Filter: Yes • Flicker-Free: Yes • Color Gamut: NTSC: 72% size (Typ)sRGB: 104% size (Typ) <ul style="list-style-type: none"> • Pixel Size: 0.232 mm (H) x 0.232 mm (V) • Surface Treatment: Anti-Glare, Hard Coating (3H) <ul style="list-style-type: none"> ○ Connectivity <ul style="list-style-type: none"> • 3.5mm Audio Out: 1 • HDMI 2.0: 2 • Display Port: 2 • Power in: External Power Adapter ○ Power: <ul style="list-style-type: none"> • Eco Mode (Conserve): 21.8W • Eco Mode (optimized): 27.6W • Consumption (typical): 34W • Consumption (max): 40W • Voltage: AC 100-240V, 50/60 Hz • Stand-by: 0.5W • Power Supply: External • Additional Hardware • Kensington Lock Slot: 1 • Cable Organization: Yes ○ Dimensions: <ul style="list-style-type: none"> • Packaging (mm): 888 x 528 x 190 • Physical (mm): 806 x 462.33~542.33 x 331 • Physical Without Stand (mm): 806 x 362 x 125 ○ Weight: <ul style="list-style-type: none"> • Net (kg): 7.6 • Net Without Stand (kg): 5.4 • Gross (kg): 10.2 ○ Accessories: <ul style="list-style-type: none"> • Quick Setup Guide, • Warranty Card, • Power Cord • Remote Controller and Batteries • Stand • Mount ○ Warranty: <ul style="list-style-type: none"> • At least one (1) year upon delivery date 	
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	Supplier must have an accredited/authorized service centers in Metro Manila.	
11	<p>The Service Provider shall provide 1 Lot with a total of One (1) Multifunction Printer with the following specifications:</p> <ul style="list-style-type: none"> ○ Functions: Print, Scan, and Copy ○ Print Speed: Up to 21 images per minute. ○ Paper Sizes: Executive (184 x 267 mm); Oficio 8.5x13 (216 x 330 mm); 4 x 6 (102 x 152 mm); 5 x 8 (127 x 203 mm); A4 (210 x 299 mm); A5 (148 x 210 mm); A6 (105 x 148 mm); B5(JIS) (182 x 257 mm); B6(JIS) (128 x 182 mm); 10 x 15cm (100 x 150 mm); Oficio (216 x 340 mm); 16K (195 x 270 mm; 184 x 260 mm; 197 x 273mm); Postcard(JIS) (100 x 147 mm); Double Postcard(JIS) (147 x 200 mm); Envelope #10 (105 x 241 mm); Envelope Monarch (98 x 191 mm); Envelope B5 (176 x 250 mm); Envelope C5 (162 x 229 mm); Envelope DL (110 x 220 mm); A5-R (210 x 148 mm) ○ Duplex Printing – Manual (driver support provided) ○ Resolution: 600 x 600 dpi ○ Flexible Connectivity: Hi-Speed USB 2.0 port; Built-in Fast Ethernet 10/100/1000 Base-TX network port; 802.11n 2.4/5GHz wireless; Front Host USB; Built-in 802.11 b/g/n; Authentication via WEP, WPA3/WPA2, or 802.1X; Encryption via AES or TKIP; WPS; Wi-Fi Direct ○ Convenient mobile device printing: HP ePrint; Apple AirPrint™; Mobile Apps; Mopria™ Certified; Wi-Fi® Direct Printing ○ Memory: 256 MB ○ Accessories: <ul style="list-style-type: none"> • Quick Setup Guide, • Warranty Card, • Power Cord • USB Cable ○ Warranty: <ul style="list-style-type: none"> • At least one (1) year upon delivery date <p>Supplier must have an accredited/authorized service centers in Metro Manila.</p>	
12	<p>The Service Provider shall provide 1 Lot with a total of One (1) Portable Multifunction Printer with the following specifications:</p> <ul style="list-style-type: none"> ○ Functions: Print, Scan, Copy, ADF, Wireless ○ Print Speed Black: iso: up to 11 ppm up to 22ppm ○ Print Speed Black (iso, a4): up to 11 ppm ○ Print Speed Color: normal: up to 5 ppm [5] 	

	<ul style="list-style-type: none"> ○ First page out (ready): black: as fast as 14 sec ○ Duty Cycle (monthly, a4): up to 1000 pages ○ Recommended monthly page volume: 400 to 800 ○ Print Technology: thermal inkjet ○ Print Quality Black (best): black: up to 1200 x 1200 rendered dpi color: up to 4800 x 1200 optimized dpi color (when printing from a computer and 1200 input dpi) ○ Display: 2.2-inch touchscreen mgd (mono graphics) ○ Processor Speed: 1.2 ghz ○ Number of print cartridges: 4 (1 each black bottle, set of 3 color bottles) ○ Automatic paper sensor: no ○ Wireless Capability: yes, built-in dual band wi-fi 802.11b/g/n, wireless direct, ble ○ Connectivity, standard: hi-speed usb 2.0, wifi, 44Bluetooth le ○ Scan File Format: jpeg, tiff, pdf, bmp, png ○ Scan Resolution, optical: up to 1200 dpi ○ Bit Depth: 24-bit ○ Scan Size, maximum: 216 x 297 mm ○ Automatic Document Feeder capacity: standard, up to 35 sheets ○ File format supported: bmp; pdf; jpg; png; tif ○ Copy resolution : up to 600 dpi ○ Copies, maximum: up to 99 copies ○ Accessories: <ul style="list-style-type: none"> • Quick Setup Guide, • Warranty Card, • Power Cord • USB Cable ○ Warranty: At least one (1) year upon delivery date <p>Supplier must have an accredited/authorized service centers in Metro Manila.</p>	
13	<p>The Service Provider shall provide 1 Lot with a total of Two (2) Port Throw Projector with the following specifications:</p> <ul style="list-style-type: none"> ○ Interface: Analog Input: D-Sub 15 pin; 2 (Blue), Composite; RCA x 1 (Yellow),S-Video; Mini DIN x 1 Digital Input: HDMI; 1 ○ Brightness: 3,200lm ○ Power: Power Supply Voltage: 100 – 240 V AC ±10%, 50/60 Hz ○ Dimension: 314.5 x 344 x 94 mm 	

	<ul style="list-style-type: none"> ○ Contrast Ratio: 16,000:1 ○ Projection Distance: Zoom : Wide: 50” – 108” [0.54 – 1.22 m] Zoom : Tele: 37” – 80” [0.54 – 1.22 m] ○ Resolution: XGA 1024x 768 ○ Audio: Built-in Speaker : Sound Output: 16W Monaural ○ Display Type: 3LCD ○ Lamp Details: Type : UHE Lamp Power : 215W Lamp Life : (Normal/Eco)*1; 5,000 hours / 10,000 hours ○ Accessories: <ul style="list-style-type: none"> • Quick Setup Guide, • Warranty Card, • Power Cord • USB Cable ○ Warranty: ○ At least one (1) year upon delivery date <p>Supplier must have an accredited/authorized service centers in Metro Manila.</p>	
14	<p>The Service Provider shall provide 1 Lot with a total of Two (2) Portable Satellite Internet with the following specifications:</p> <ul style="list-style-type: none"> ○ Antenna: <ul style="list-style-type: none"> • Electronic Phased Array • Orientation: Motorized Self Orienting • Rating: IP54 • Operating Temperature: -30°C to 50°C (-22°F to 122°F) • Field of View: 100° • Power Usage: 50-75W ○ Wi-Fi Router: <ul style="list-style-type: none"> • Wi-Fi Technology: IEEE 802.11a/b/g/n/ac standards • Generation: Wi-Fi 5 • Radio: Dual Band – 3 x 3 MIMO • Security: WPA2 • Rating: IP54 • Range: Up to 185m² (2000sqft) • Operating Temperature: -30°C to 50°C (-22°F to 122°F) • Mesh Compatibility: Up to 3 nodes ○ Subscription: Three (3) years mobile regional subscription. ○ Warranty: At least one (1) year upon delivery date 	

	Supplier must have an accredited/authorized service centers in Metro Manila.	
15	<p>The Service Provider shall provide 1 Lot with accessories there should be a total of One (1) Server Hardware including 1 unit of LED monitor, 1 unit of mouse and 1 unit of keyboard with the following specifications:</p> <ul style="list-style-type: none"> ○ Processor: Should have at 32 to 64 cores, processor cache of 22.5MB to 112.5 MB L3 ○ Number of Processors: 2 ○ CPU Speed: 2.0GHz to 3.1GHz ○ CPU Family: 5th Gen Intel Xeon Gold Scalable Processor or 4th Gen Intel Xeon Gold Scalable Processor ○ Memory: At least 512GB DDR5 ○ DIMM Slots: At least 32 ○ DIMM Capacity: At least 256 GB ○ Memory Type: DDR 5 ○ Drive Supported: 8 or 12 LFF SAS/SATA/SSD 8, 16, or 24 SFF SAS/SATA/SSD ○ Storage: At least 40 TB Solid State Drive ○ Power Supply: 1000w ○ System Fan Features: Hot-plug redundant fans, Standard Fan Kit or High-Performance Fan Kit ○ I/O Device: Keyboard and Mouse, LED Monitor ○ Form Factor: 2U with Sliding rails, cable, management arm. ○ Connectivity: <ul style="list-style-type: none"> ● Compatible with 802.11ax ● At least Bluetooth 5.3 ○ Camera: At least 1080p High Definition ○ Other requirements: <ul style="list-style-type: none"> ● Must include ergonomic mouse and keyboard. ● Must have PCIe expansion slots ● Must have Network Controller. ● Must have Storage Controller. ● Must include optical drive. ● Must include Infrastructure Management Software Solution. ● Servers must have the latest Server Operating System licenses to be used for the CCMMS. ● Must include embedded TPM 2.0 or Bezel Kit or Intrusion Detection Kit. ● Must include Memory protection features. ● Must include 10 KVA UPS Rack mountable. ● Must include Server Virtualization Software Licenses. ● Must IEC14 male to IEC 13 female power cables. ○ SLA: 	

	<ul style="list-style-type: none"> • At least three (3) years SLA provided from delivery date and onsite support with next business day response. <ul style="list-style-type: none"> ○ Warranty: <ul style="list-style-type: none"> • At least one (1) year from delivery date • Ergonomic mouse and ergonomic keyboard: At least one (1) year from delivery date <p>Supplier must have an accredited/authorized service centers in Metro Manila.</p>	
16	<p>The Service Provider shall provide Other Essential Components with the following requirements:</p> <p>a. On Device Detection and Protection</p> <ul style="list-style-type: none"> ○ Security application should be in place for mobile tablets. ○ The application must be a privacy-first application that provides comprehensive mobile security. ○ Should protect devices from advanced persistent threats across four categories: device, network, phishing, and app attacks. ○ The solution must have machine learning-based engine that detects known and unknown threats by analyzing the behavior of a mobile device and can accurately identify mobile system deviations, applications that behave as malware, anomalous network traffic, and advanced phishing attacks. Further, the machine learning is delivered on-device, securing it even if the endpoint is not connected to the network. ○ the solution should deliver customizable user settings and insight into what data is collected and used for threat intelligence. ○ Deploy and activate mobile endpoints without the need for complicated activation steps by the end user. ○ The application should Validate system’s approach and/or ability to detect 0-day malware on mobile devices. ○ Capable to detect and block network-based threats, such as man-in-the- 	

	<p>middle attacks, malicious Wi-Fi networks, and Rogue Access Points.</p> <p>b. Phishing and Content Filtering</p> <ul style="list-style-type: none"> ○ The solution should detect and defend against phishing attacks. ○ Provides options for phishing detection and prevention rollout that do not require a VPN. Are multiple methods available to implement, including automated and on-demand options. ○ Ability to scan QR Codes for Phishing attacks. ○ Ability to filter Smishing attacks (SMS phishing). ○ Granular Content filtering categories available. ○ Ability to add custom access control lists to mark specific URLs or domains as malicious. <p>c. Device Vulnerability Assessment</p> <ul style="list-style-type: none"> ○ Solution should identify and report vulnerabilities present on mobile devices, including operating system vulnerabilities, outdated patches, and insecure device configurations. ○ Solution should identify and take action on upgradable devices to enforce updates and point out devices that do not have upgrades available to them. ○ Solution should identify which OS vulnerabilities are tied to active exploits. <p>d. Device Exploit Detection Capabilities</p> <ul style="list-style-type: none"> ○ Solution has ability to detect for known exploits/jailbreaks or device compromises. ○ Evaluate MTD’s ability approach and/or ability to detect for 0-day exploits or device compromises. ○ Solution should have detection for device exploits and ability to provide detailed forensics with low false positive rates. <p>e. Application Vetting and Risk Analysis</p> <ul style="list-style-type: none"> ○ Solution has ability to analyze and report on the potential risk of installed 	
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	<p>applications for iOS and Android automatically for items such as risky permissions, data leakages, use of risky third-party SDK's, sending of data to risky areas, etc.</p> <ul style="list-style-type: none"> ○ Solution should provide a range of analysis for applications security and privacy risk for both legitimate and malicious applications. ○ Solution should provide granular reporting capabilities on all apps within mobile ecosystem both across the entire install base, and for specific applications. <p>f. Incident Response and Mitigation</p> <ul style="list-style-type: none"> ○ Solution has capability to generate automated incident response capabilities within the MTD system, such as on-device actions, customizable user alerts on-device, and admin alerts. ○ Solution has ability to automatically invoke third party compliance actions like MDM, IDM, or conditional access controls without requiring admin intervention in response to threats. ○ Solution has ability to generate and feed comprehensive forensics into third party security management tools for each threat for later SOC analysis. <p>g. Performance and Compatibility</p> <ul style="list-style-type: none"> ○ Solution should have minimal impact on device performance, including battery life, CPU usage, memory consumption, and network latency. ○ Solution must be compatible with different mobile device platforms (iOS, Android, Chromebooks) and versions. ○ Solution should have the ability to integrate to enterprise third party systems (MDMs, IDMs, SIEM, SSO, etc.). <p>h. Rollout and Administration</p> <ul style="list-style-type: none"> ○ Solution should be capable to integrate with third party EMM/MDM systems console to console, and for MTD deployment, automatic compliance 	
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	<p>enforcement and device lifecycle management.</p> <ul style="list-style-type: none"> ○ Solution should support 0 touch activation workflows for full suite of detections (Device, Network, Application, and Phishing). ○ Solution should support customizable Role Based Access Controls for admins. ○ Solution should support group-based policy controls and deployment, with groups coming from MDM (where applicable). ○ The solution should support on-prem deployments, into required geographic locations. <p>i. Privacy and Policy</p> <ul style="list-style-type: none"> ○ Granular privacy controls for what data is sent off device, without impacting detection capabilities. ○ Ability to localize detections on-device without sending data to backend for analysis. ○ Granular policy management capabilities for items like threats, app settings, privacy, etc. ○ Ability to automatically map policy configurations to groups (local or from MDM/IDM systems). <p>j. In-App Protection with Real-Time Active Threat Monitoring</p> <ul style="list-style-type: none"> ○ Ability to Select Code Obfuscation Strength. ○ Ability to Configure Obfuscation exclusion. ○ Ability to Configure group-based app security configurations. ○ Ability to apply Code Integrity Check. ○ Ability to apply Data Integrity Check. ○ Ability to apply Code transformation (java -> c). ○ Ability to apply Control Flow Flattening. ○ Ability to apply literal string obfuscation. ○ Ability to apply Decoy Code (Density, Amount, Diversity). 	
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	<ul style="list-style-type: none"> ○ Ability to apply Block Fragmentation Level. ○ Ability to apply State obfuscations level. ○ Ability to apply Dummy Block Quantity. ○ Ability to apply integrity check callback. ○ Ability to apply cross check of shared library. ○ Ability to apply Enable / Disable logging for debugging. ○ Ability to apply method level group assignment through source. ○ Ability to apply Resource Encryption. ○ Ability to apply APK Integrity Check. ○ Ability to apply Mach-O Integrity Check. ○ Management Console. <ul style="list-style-type: none"> i. Ability to review forensic information, ex. Type of malware, Attacker network details, affected files. ii. Ability to provide overview of Devices connected to console. iii. Ability to review audit logs provided in the Console. iv. Ability to dynamically update Threat Policy per App – without app release. v. Ability to export logs to CSV file. vi. Ability to conduct threat analysis using unstructured search. vii. Option to deploy On-prem, Public Cloud, or Private cloud. viii. Ability to integrate with SIEM. 	
17	<p>The Service Provider shall adhere to the following: Inception Report and Delivery of Certificates, Licenses, and Hardware Bundle the following requirements: The SUPPLIER shall deliver an Inception Report with ALL Certificates, Licenses, and Hardware devices on or before 25 June 2024.</p>	

	<p>The report shall consist of the following, but not limited to:</p> <ul style="list-style-type: none"> • Project approach, work plan, impact analysis, and software development methodology; • Initial assessment or review on the end-user’s application system proposal/terms of reference; • Review of the NPC’s current domain model, and the supporting conceptual diagram for the NPC Software Ecosystem that supports the reality of the structures, modules, behaviors and interfaces of the application systems to support the development lifecycle; • Configure development environment that will be used for project based on the work plan subject to approval of the Inception Report; • List of the system’s features and functions based on meeting with NPC stakeholders/end-users; • System Overview and Requirements including but not limited to: System Architecture, Server Requirements, Deployment Configurations, etc; • Support for Data Privacy/Data Protection Initiatives such as the conduct of Privacy Impact Assessment, Description on how the Privacy by Design framework will be implemented on the project, Security measures, Personal Data Inventory, etc; • Warranty including Software maintenance and support as well as the training of the end users; • Technology Transfer; • Project Objectives; • Percentage of work and date of delivery as indicated in Section IV of this Terms of Reference; 	
18	<p>The Service Provider shall adhere to the following Deployment Services:</p> <ul style="list-style-type: none"> ○ Cloud <p>The SUPPLIER shall provide deployment services of the project when ready for production after meeting the requirements for production deployment.</p> <p>These services shall include the following but not limited to:</p> <ul style="list-style-type: none"> • Preparation of the application system to deploy on a cloud environment specified by the end user. • Application and configuration of Transport Layer Security (TLS) for data encryption that includes the deployment of certificate. 	

	<ul style="list-style-type: none"> • Configuration of instance, including containers such as dockers, etc. • Configuration of Remote Desktop connections to role instances. • Configuration of diagnostics for the cloud service. • Domain and web server deployment and configuration. • Inclusion of relevant and appropriate security measures. <p>Before the SUPPLIER deploys the service in the cloud, the SUPPLIER shall seek the approval of NPC’s Interim Information Management System (IMISU) Unit and the end-user.</p> <p>i. On-Premises</p> <p>In the event that NPC is ready for on-premises deployment, the SUPPLIER, shall cause the migration of the system, at no additional cost to the NPC.</p> <p>Aside from migrating the system, the SUPPLIER shall collaborate with NPC’s Interim Management Information System Unit (IMISU) to initiate the following acts, including, but not limited to:</p> <ul style="list-style-type: none"> • Preparation of the application system to deploy on an on-premises. Environment specified by the end-user. • Domain and web server deployment and configuration. • Configuration of Virtual machines or remote desktop. • Configuration and application of firewall. • Inclusion of relevant and appropriate security measures. 	
20	<p>The Service Provider shall adhere to the following Privacy Impact Assessment:</p> <p>The SUPPLIER shall fully participate in the end user’s conduct of privacy impact assessment (PIA) to the proposed application system as well as the conduct of Vulnerability Assessment and Penetration Tests (VAPT) of third-party service providers.</p>	
21	<p>The Service Provider shall adhere to the following:</p> <ul style="list-style-type: none"> ○ Bug Reporting 	

	<p>SUPPLIER shall provide a secure portal for the reporting and monitoring of identified bugs and issues of the system.</p> <ul style="list-style-type: none">○ Privacy By Design / Privacy by Default The SUPPLIER shall integrate the privacy concerns, results and approved recommendations into the engineering practices for systems and software engineering lifecycle processes.○ High Availability/Disaster Recovery In case of force majeure, the SUPPLIER shall ensure that the system will not be compromised, i.e. loss, destruction, alteration, and unauthorized acquisition of data and other analogous cases.○ ELIGIBILITY REQUIREMENTS The supplier must have an appointed Data Protection Officer (DPO) and its Data Processing Systems (DPS) registration with the Commission is updated and valid. <p>Additionally, the supplier must be regularly audited by independent third parties and have achieved any of the following:</p> <ul style="list-style-type: none">• ISO 9001• ISO 10002• ISO 27001	
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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;**

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.

