

**BIDDING DOCUMENTS FOR  
DPO ACE AUTOMATED  
EXAMINATION SYSTEM (DPO  
ACE AES) - CUSTOMIZED  
SOFTWARE/SYSTEM LICENSE**



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**January 2021**

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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 DPO ACE AUTOMATED EXAMINATION SYSTEM (DPO ACE AES) - CUSTOMIZED SOFTWARE/SYSTEM LICENSE**

1. The *National Privacy Commission*, through the *General Appropriations Act FY 2020* intends to apply the sum of *FIVE MILLION FOUR HUNDRED THOUSAND PESOS (Php 5,400,000.00)* being the ABC to payments under the contract for *development of DPO ACE Automated Examination System (DPO ACE AES) - Customized Software/System License [2020 Continuing APP (APP Item No. 2020-0195)]*. 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 two weeks from award of the contract until not later than June 11, 2021*. 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 A.M. to 4:00 P.M.* However, *due to alternative work arrangement being adopted, 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 CTC of letter of intent;*
  - c. *Photocopy of company ID; and*
  - d. *If paying through check, it should be named to Bureau of Treasury.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on *January 15, 2021* 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 Php10,000.00.* 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 Conference on *February 04, 2021, 03:00PM* 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 manual submission at the office address indicated below, on or before *February 18, 2021, 10:00AM.* 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 *February 18, 2021, 03:00PM* at the given address below and can be attended through video conferencing or webcasting *via Microsoft Teams.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
  10. *If you wish to join the pre-bid conference and the bid opening through video conferencing or webcasting via Microsoft Teams, please coordinate with the NPC-BAC Secretariat through the e-mail 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:

***ATTY. KRISHNA AIRA TANA-CAGUIA***

*Bids and Awards Committee- Secretariat, Head  
 East Banquet Hall, 5<sup>th</sup> floor, Delegation Building  
 Philippine International Convention Center, Pasay City  
 (02) 8234-2228 local 127  
 bacsecretariat@privacy.gov.ph  
[www.privacy.gov.ph](http://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](http://www.privacy.gov.ph)

*January 14, 2021*

*sgd*  

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**ATTY. MARIA THERESITA E. PATULA**  
*BAC, Chairperson*

## ***Section II. Instructions to Bidders***

## **1. Scope of Bid**

The Procuring Entity, *National Privacy Commission* wishes to receive Bids for the *procurement of DPO ACE Automated Examination System (DPO ACE AES) - Customized Software/System License* with identification number *APP Item No. 2020-0195 (2020 Continuing APP)*.

The Procurement Project (referred to herein as “Project”) is composed of *one (1) lot*, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *General Appropriations Act FY 2020* in the amount of *FIVE MILLION FOUR HUNDRED THOUSAND PESOS (Php 5,400,000.00)*.

2.2. The source of funding is the General Appropriations Act of FY 2020.

## **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 Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) 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/webcasting 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.

*NOTE: Due to the alternative work arrangement being adopted by the National Privacy Commission, please communicate through [bacsecretariat@privacy.gov.ph](mailto:bacsecretariat@privacy.gov.ph).*

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 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)* 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

- 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 e.
  - 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 **Section VII (Technical Specifications)**.

### **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 Declaration 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 opening of bid, which is on February 18, 2021*. 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**

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 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 15 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 *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> <ul style="list-style-type: none"> <li>a. <i>Contracts for the development of functional and ready-made web-based examination or educational systems.</i></li> <li>b. <i>completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</i></li> </ul>
7.1	<i>Not applicable</i>
12	The price of the Goods shall be quoted DDP National Privacy Commission Office 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"> <li>a. The amount of not less than <i>Php 108,000.00</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>Php 270,000.00</i>, if bid security is in Surety Bond.</li> </ul>
15	<i>Each bidder shall submit one (1) original and two (2) readable copies of the first (technical) and second (financial) components of its bid. Documents to be submitted shall be properly tabbed and labeled.</i>
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 prior to 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 IV (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><b>I. <u>SCOPE OF SERVICES</u></b></p> <p>The following will comprise the scope of services:</p> <ul style="list-style-type: none"> <li>A. Supply the Application, Logic, and Interface of the web based DPO ACE AES</li> <li>B. Provide setup services of the DPO ACE AES</li> <li>C. Develop and Execute Training Plan for use and maintenance of DPO ACE AES</li> <li>D. Provide IT Support, consistent with Service Level Agreement with NPC, from the installation of the DPO AES until the end of the warranty period as further outlined in Part XI</li> <li>E. Provide complete documentation of DPO ACE AES</li> </ul> <p style="text-align: center;"><b>Additional Scope of Work:</b></p> <p><b>a. <u>Inception Report</u></b></p> <p>The PROVIDER shall deliver an Inception Report within one (1) month from issuance of Notice to Proceed (NTP). The report shall be consisting of the following, but not limited to:</p> <ul style="list-style-type: none"> <li>• Project approach, work plan, impact analysis, and software development methodology</li> <li>• Initial assessment or review on the end-user's application system proposal/terms of reference.</li> <li>• Review of the NPC's current domain model, and the supporting conceptual diagram for the NPC Software Ecosystem that support the reality if the structures, modules, behaviors and interfaces of the application systems to support the development lifecycle.</li> <li>• Configured development environment that will be used for project based on the work plan subject to approval of the Inception Report.</li> </ul>

A Certificate of Acceptance for the Inception Report shall be issued by the end user with the recommendation of the IMISU Chairperson.

**b. Deployment Services**

**i. Cloud**

The PROVIDER shall provide deployment services of the project after meeting the requirements for production deployment. These services shall include the following but not limited to:

- 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.
- Configuration of instance
- Configuration of Remote Desktop connections to role instances,
- Configuration of diagnostics for the cloud service
- Domain and web server deployment and configuration

**ii. On-Premises**

The PROVIDER shall provide deployment services of the project based on its specification and requirements of the on-premises server of the Commission. These services shall include the following, but not limited to:

- Preparation of the application system to deploy on an on-premise 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.

**c. Quality and security testing**

The PROVIDER shall ensure that the DPO ACE AES will be tested accordingly based on the quality and security



based on the end user's requirements. The PROVIDER shall provide test plans and test case design and its results to the end user and IMISU. The types of testing that will be provided shall be the following, but not limited to:

i. Agile Testing

The PROVIDER shall conform to the iterative requirements agreed by the end user, the IMISU and the PROVIDER. The testing methodologies that shall be used are the following but not limited to: (a) Behavior Driven Development (BDD); (b) Acceptance Test Driven Development (ATDD); and (s) Exploratory Testing. The PROVIDER shall provide the complete lifecycle procedures, test plans and test case designs for the approval of the end-user with the recommendation of the IMISU. The testing requirements for the Agile Testing shall focus on the quality, functionality and performance of the application system. Other testing methods (e.g. regression testing, automated testing, performance testing etc.) may be included or added to the testing plan based on the end-user's decisions.

ii. Security Testing

The PROVIDER shall provide detailed security testing reports about the possible threats and vulnerabilities of the DPO ACE AES on the network, system software, client-side application and server-side application. The security testing shall be done twice. The PROVIDER shall conform to the resource requirements of the Open Web Application Security Project (OWASP) Top 10. The reports shall be submitted to the end-user and IMISU.

d. Privacy Impact Assessment

The PROVIDER shall fully participate to the end user's conduct of privacy impact assessment (PIA) to the proposed DPO ACE AES.

e. Additional Application System Definition/Development Requirements

The PROVIDER shall integrate the privacy concerns, results, and approved recommendations into the engineering practices for systems and software engineering lifecycle processes.

## II. FUNCTIONAL REQUIREMENTS

Features:

- Web Based Online Exam (randomization capability, auto-check and results averaging and/or computation)
- Question Bank (with data entry, categorized) – subject to modification and revision by authorized users and Admin privileges
- Capable of sending codes to take the exam thru Email
- Capable of creating and sending Certificate/s thru Email
- Capable of accepting user feedback/evaluation from generated online accounts
- User Account Progress, Badges and Certification
- Email Notification to registered users
- Users List (accessible only to authorized users and with Admin privileges)
- Administrator Dashboard
- Reports Generation:
  - Item Analysis
  - Statistics
  - User's Report Level
  - Feedback Summary Report

Other Features:

1. Administrative functionality – must have functions related to:
  - a. Content management dashboard which includes, but are not limited to: saving visitor information, creation of canned responses, and ticket tagging
  - b. Transaction ticketing
  - c. Access Level Management
2. The API must be flexible enough to accommodate further integration to other NPC services in the future.
3. The system must be able to run in popular supported versions of web browsers (MS Edge, Firefox, Google Chrome, Safari) and mobile phones.
4. The system must specifically support current versions of the following mobile operating systems using the device's default browser:

- IOS
- Android
- Windows Mobile

5. Shall adopt the “**Privacy by Design**” framework into the system prior to the first element of information being collected, extends securely throughout the entire lifecycle of the data involved – strong security measures are essential to privacy, from start to finish. This ensures that all data are securely collected, used, retained, and then securely destroyed at the end of the process, in a timely fashion. Thus, Privacy by Design ensures cradle to grave, secure lifecycle management of information, end-to-end. Source: <https://gpsbydesign.org/privacy-by-design-principle-5-end-to-end-security-full-lifecycle-protection/>

### **III. DOCUMENTATION**

The following documentation documents are required to be submitted:

- a. Design documents: Design proposal which includes functional specifications, technical specifications, security specifications, operational specifications, environmental specifications, network topology. Upon migration of the data additional documents such as database maintenance manual, network administration manual and program source code, and other such technical documents determined in the Inception Report should be provided.
- b. Technical documents: Installation and Configuration manual, operations manual, user's manual, developer's documentation, API references, training materials, security management manual.

### **IV. TRAINING**

A Training Plan shall be submitted which includes the course design and method of delivery, specific topics to be covered and the corresponding date and times for each topic. The plan must also indicate the recommended minimum qualifications of the participants. Training shall be provided to at least five (5) selected personnel within thirty (30) days from the date of issuance of Certificate of User Acceptance or on the date and time as set by the National Privacy Commission for such purpose. At a minimum, the training must include:

- i. Discussion of the System Design and Architecture
- ii. Administration of the developed systems
- iii. Network, systems and database maintenance of the systems

Proof of completion of required training to be conducted shall be the issuance of training certificates to the participants.

The bidder must be available for consulting following Philippine local time and business hours. References to date and time shall be based on Philippine Standard Time.

## **V. SERVICE LEVEL AGREEMENT**

Technical support must be provided either on-site, via telephone or email to resolve technical and other related problems based on a Service Level Agreement (SLA) with provisions for liquidated damages for non-compliance. Resolution must be delivered based on the following levels of severity:

- a. Severity 1 Critical: Major system or component failure with critical impact on business process. Service has stopped. The problem must be resolved through immediate onsite support (within 4 hours).
- b. Severity 2 High: Minor system or component failure with high impact on business process. The service is running but performance has degraded. The problem must be resolved immediately (within 1 working day).
- c. Severity 3 Moderate: Operational use exhibits signs of non-compliance with agreed functionality. The service is running but certain functions do not work as indicated. The problem must be resolved at the soonest time possible (within 5 working days).
- d. Severity 4 Low: Service is running. Efficiencies would be achieved through desired improvements in the system components. Feature must be available in the next update.

The National Privacy Commission shall have the right to blacklist the service provider, execute redress and demand damages after three (3) instances of non-compliance at any given time during the contract period, of the above-mentioned SLA.

One-tenth of one percent of the total contract cost shall be imposed for every hour or a fraction thereof of service unavailability in excess of the required hours to resolve.

The service provider shall appoint a person possessing the necessary knowledge and technical expertise to serve as the single point of contact and shall be available at the time and manner indicated in the previous section to respond to queries or requests for technical support. The service provider shall also create an escalation procedure to be followed in scenarios where issues are not resolved within SLA.

#### **VI. HARDWARE AND SOFTWARE REQUIREMENTS / SPECIFICATIONS**

The following are the requirements with regards to the specification of the hardware, both on premise or on cloud:

- a. The bidder shall provide all the hardware specifications and software components needed to operate the designed infrastructure for the developed system for the DPO ACE AES. The developed system will utilize a virtualized computing environment with an online facility to monitor and provision virtual machines.
- b. The bidder shall submit in paper or digital format a detailed network diagram depicting the applications, network configuration and connectivity of the server components. A detailed hardware deployment plan indicating the specifications and physical connectivity of the hardware as part of the delivery schedule must also be provided.

#### **X. USER ACCEPTANCE**

The procedure for User Acceptance Testing (UAT) shall be as follows:

- a. Submit a UAT Test Plan subject to approval by National Privacy Commission or its designated approving officer which includes but is not limited to approved functional, operational, performance, security and environmental specifications and proposed date, location and methods for the conduct of UAT.
- b. Submit all documentation before the conduct of UAT as listed in Section VII.
- c. Verification of all documentation, including installed software components and submission of final drafts.

- d. Conduct a UAT upon approval of the UAT Test Plan or issuance of Certificate of Acceptance of Documentation, whichever comes last.
- e. Revise documents based on the initial results of UAT if not successfully completed and issuance of Certificate of Acceptance of Documentation.
- f. Issuance of a Certificate of User Acceptance upon successful completion of UAT.

**XI. WARRANTIES OF THE SERVICE PROVIDER**

The service provider warrants that it shall conform strictly with the terms and conditions of this Terms of Reference. The warranty period shall commence upon issuance of the Certificate of User Acceptance with the applicable period, which shall be for twelve (12) months to cover software upgrades, security patches and technical support. The service provider warrants that its personnel shall take all necessary precautions for the safety of persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices. The service provider shall coordinate with the authorized and/or designated National Privacy Commission personnel in the performance of their jobs. The service provider shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the National Privacy Commission shall be specifically released from all liabilities arising therefrom.

**XII. CONFIDENTIALITY OF DATA**

The service provider shall document detailed procedures and techniques in identifying systems security risks and breaches and how such shall be handled. All project staff of the service provider shall be required to sign a non-disclosure agreement immediately at the start of the project and before commencing work on the Inception Report. All systems to which the project staff of the service provider shall be granted access to, its components, parts, specifications, data, ideas, technology, and technical and non-technical materials (collectively referred to here as "Proprietary Information") are confidential and proprietary to National Privacy Commission. The service provider agrees to hold the Proprietary Information in strict confidence and further agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without the prior written approval of the National Privacy Commission.

**XIII. PRE-TERMINATION OF THE CONTRACT**

The contract for this service may be pre-terminated by the National Privacy Commission for any violation of the terms of the contract. In case of pre-termination, the service provider shall be informed by the National Privacy Commission thirty (30) days prior to such pre-termination. In case of pre-termination, the service provider shall be liable to forfeiture of Performance Security. The National Privacy Commission shall have the right to blacklist the service provider in case of pre-termination.

**XIV. OWNERSHIP OF DATA**

All data, source code, resources pertaining to the system shall be owned exclusively by the NPC.

**XV. RETENTION, DELETION AND DISPOSAL OF DATA**

Personal data must be retained only for as long as necessary for the fulfillment of the purposes for which data was obtained. For this purpose, the personal data processed by the PROVIDER shall be disposed of after the fulfillment of its contract.

Upon the fulfillment of the contract, any personal data processed by the PROVIDER must be deleted and disposed of in accordance with the provisions of the Data Privacy Act, its Implementing Rules and Regulations, and other issuances of the NPC. The deletion and disposal of data shall be under the supervision of the NPC. After the deletion and disposal of the data, the PROVIDER must issue a certification that the data were indeed deleted and disposed of properly.

**XVI. MILESTONE / DELIVERABLES, PROPOSED BUDGET AND SCHEDULE OF PAYMENT**

With the given percentage of payment upon completion of deliverables, the proposed total budget for the procurement of the DPO ACE Automated Exam System should not exceed ₱5,400,000.00. Payment shall only be made upon the issuance of an Inspection and Acceptance Certificate by the Inspection and Acceptance Committee of the Commission upon the recommendation of the end-user. The table below shall indicate the payment breakdown as follows:

Milestone/Deliverables	Estimated Completion Time	Payment upon completion of deliverables

Requirements gathering phase/ Project workplan	Two (2) weeks after receipt and acceptance of the Notice of Award and approval of the Contract by the Head of the Procuring Entity.	
Inception Report	One (1) month from receipt of Notice to Proceed (NTP) or Purchase Order (PO), whichever is applicable.	20%
Testing phase and training of users on site premises of DPO ACE AES	5 weeks from installation of DPO ACE AES, including applicable hardware and software on site (not later than 31 May 2021)	60%
Post testing, bug fixing (if any) documentation submission and full acceptance of output and training	2 weeks from conduct of UAT and training by end-users on site (not later than 11 June 2021).	20%

## **XVII. 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:



“The delivery terms applicable to this Contract are delivered *at the Natinal Privacy Commission (5<sup>th</sup> floor, Delegation Building, Philippine International Convention Center, Pasay City)*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is *Atty. Vida Zora Bocar*.

**XVIII. INCIDENTAL SERVICES**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- 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

- 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.
- f. All other services as may be stated in the Technical Specifications.

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.

2.2

The terms of payment shall be as follows:

*With the given percentage of payment upon completion of deliverables, the proposed total budget for the procurement of the DPO ACE Automated Exam System should not exceed ₱5,400,000.00. Payment shall only be made upon the issuance of an Inspection and Acceptance Certificate by the Inspection and Acceptance Committee of the Commission upon the*

recommendation of the end-user. The table below shall indicate the payment breakdown as follows:

Milestone/Deliverables	Estimated Completion Time	Payment upon completion of deliverables
Requirements gathering phase/ Project workplan	Two (2) weeks after receipt and acceptance of the Notice of Award and approval of the Contract by the Head of the Procuring Entity.	
Inception Report	One (1) month from receipt of Notice to Proceed (NTP) or Purchase Order (PO), whichever is applicable.	20%
Testing phase and training of users on site premises of DPO ACE AES	5 weeks from installation of DPO ACE AES, including applicable hardware and software on site (not later than 31 May 2021)	60%
Post testing, bug fixing (if any) documentation submission and full acceptance of output and training	2 weeks from conduct of UAT and training by end-users on site (not later than 11 June 2021).	20%

4 The inspections and tests that will be conducted:

**USER ACCEPTANCE**

*The procedure for User Acceptance Testing (UAT) shall be as follows:*

*a. Submit a UAT Test Plan subject to approval by National Privacy Commission or its designated approving officer which includes but is not limited to approved functional, operational, performance, security and*

	<p><i>environmental specifications and proposed date, location and methods for the conduct of UAT.</i></p> <ul style="list-style-type: none"><li><i>b. Submit all documentation before the conduct of UAT as listed in Section VII.</i></li><li><i>c. Verification of all documentation, including installed software components and submission of final drafts.</i></li><li><i>d. Conduct a UAT upon approval of the UAT Test Plan or issuance of Certificate of Acceptance of Documentation, whichever comes last.</i></li><li><i>e. Revise documents based on the initial results of UAT if not successfully completed and issuance of Certificate of Acceptance of Documentation.</i></li><li><i>f. Issuance of a Certificate of User Acceptance upon successful completion of UAT.</i></li></ul>
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## *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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Requirements gathering phase/ Project workplan	1	1	Two (2) weeks after receipt and acceptance of the Notice of Award and approval of the Contract by the Head of the Procuring Entity.
2	Inception Report	1	1	One (1) month from receipt of Notice to Proceed (NTP) or Purchase Order (PO), whichever is applicable.
3	Testing phase and training of users on site premises of DPO ACE AES	1	1	Five (5) weeks from installation of DPO ACE AES, including applicable hardware and software on site (not later than 31 May 2021)
4	Post testing, bug fixing (if any) documentation submission and full acceptance of output and training	1	1	Two (2) weeks from conduct of UAT and training by end-users on site (not later than 11 June 2021).

*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><b>I. <u>SCOPE OF SERVICES</u></b></p> <p>The following will comprise the scope of services:</p> <ul style="list-style-type: none"> <li>A. Supply the Application, Logic, and Interface of the web based DPO ACE AES</li> <li>B. Provide setup services of the DPO ACE AES</li> <li>C. Develop and Execute Training Plan for use and maintenance of DPO ACE AES</li> <li>D. Provide IT Support, consistent with Service Level Agreement with NPC, from the installation of the DPO AES until the end of the warranty period as further outlined in Part XI</li> <li>E. Provide complete documentation of DPO ACE AES</li> </ul> <p><b>Additional Scope of Work:</b></p> <p><b>a. <u>Inception Report</u></b></p> <p>The PROVIDER shall deliver an Inception Report within one (1) month from issuance of Notice to Proceed (NTP). The report shall be consisting of the following, but not limited to:</p>	

	<ul style="list-style-type: none"> <li>• Project approach, work plan, impact analysis, and software development methodology</li> <li>• Initial assessment or review on the end-user's application system proposal/terms of reference.</li> <li>• Review of the NPC's current domain model, and the supporting conceptual diagram for the NPC Software Ecosystem that support the reality if the structures, modules, behaviors and interfaces of the application systems to support the development lifecycle.</li> <li>• Configured development environment that will be used for project based on the work plan subject to approval of the Inception Report.</li> </ul> <p>A Certificate of Acceptance for the Inception Report shall be issued by the end user with the recommendation of the IMISU Chairperson.</p> <p><b>b. <u>Deployment Services</u></b></p> <p><b>i. <u>Cloud</u></b></p> <p>The PROVIDER shall provide deployment services of the project after meeting the requirements for production deployment. These services shall include the following but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Preparation of the application system to deploy on a cloud environment specified by the end user.</li> <li>▪ Application and configuration of Transport Layer Security (TLS) for data encryption that includes the deployment of certificate.</li> <li>▪ Configuration of instance</li> </ul>	
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	<ul style="list-style-type: none"> <li>▪ Configuration of Remote Desktop connections to role instances,</li> <li>▪ Configuration of diagnostics for the cloud service</li> <li>▪ Domain and web server deployment and configuration</li> </ul> <p><b>ii. On-Premises</b></p> <p>The PROVIDER shall provide deployment services of the project based on its specification and requirements of the on-premises server of the Commission. These services shall include the following, but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Preparation of the application system to deploy on an on-premise environment specified by the end-user.</li> <li>▪ Domain and web server deployment and configuration</li> <li>▪ Configuration of virtual machines or remote desktop.</li> <li>▪ Configuration and application of firewall.</li> </ul> <p><b>c. <u>Quality and security testing</u></b></p> <p>The PROVIDER shall ensure that the DPO ACE AES will be tested accordingly based on the quality and security based on the end user’s requirements. The PROVIDER shall provide test plans and test case design and its results to the end user and IMISU. The types of testing that will be provided shall be the following, but not limited to:</p> <p>i. <u>Agile Testing</u></p>	
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	<p>The PROVIDER shall conform to the iterative requirements agreed by the end user, the IMISU and the PROVIDER. The testing methodologies that shall be used are the following but not limited to: (a) Behavior Driven Development (BDD); (b) Acceptance Test Driven Development (ATDD); and (s) Exploratory Testing. The PROVIDER shall provide the complete lifecycle procedures, test plans and test case designs for the approval of the end-user with the recommendation of the IMISU. The testing requirements for the Agile Testing shall focus on the quality, functionality and performance of the application system. Other testing methods (e.g. regression testing, automated testing, performance testing etc.) may be included or added to the testing plan based on the end-user’s decisions.</p> <p>ii. <u>Security Testing</u>  The PROVIDER shall provide detailed security testing reports about the possible threats and vulnerabilities of the DPO ACE AES on the network, system software, client-side application and server-side application. The security testing shall be done twice. The PROVIDER shall conform to the resource requirements of the Open Web Application Security Project (OWASP) Top 10. The reports shall be submitted to the end-user and IMISU.</p> <p><b>d. <u>Privacy Impact Assessment</u></b>  The PROVIDER shall fully participate to the end user’s conduct of privacy impact assessment (PIA) to the proposed DPO ACE AES.</p>	
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**e. Additional Application System Definition/Development Requirements**

The PROVIDER shall integrate the privacy concerns, results, and approved recommendations into the engineering practices for systems and software engineering lifecycle processes.

**II. FUNCTIONAL REQUIREMENTS**

Features:

- Web Based Online Exam (randomization capability, auto-check and results averaging and/or computation)
- Question Bank (with data entry, categorized) - subject to modification and revision by authorized users and Admin privileges
- Capable of sending codes to take the exam thru Email
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Other Features:

1. Administrative functionality - must have functions related to:
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c. Access Level Management

2. The API must be flexible enough to accommodate further integration to other NPC services in the future.
3. The system must be able to run in popular supported versions of web browsers (MS Edge, Firefox, Google Chrome, Safari) and mobile phones.
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  - IOS
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5. Shall adopt the "**Privacy by Design**" framework into the system prior to the first element of information being collected, extends securely throughout the entire lifecycle of the data involved – strong security measures are essential to privacy, from start to finish. This ensures that all data are securely collected, used, retained, and then securely destroyed at the end of the process, in a timely fashion. Thus, Privacy by Design ensures cradle to grave, secure lifecycle management of information, end-to-end. Source: <https://gpsbydesign.org/privacy-by-design-principle-5-end-to-end-security-full-lifecycle-protection/>

**III. DOCUMENTATION**

The following documentation documents are required to be submitted:

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specifications, environmental specifications, network topology. Upon migration of the data additional documents such as database maintenance manual, network administration manual and program source code, and other such technical documents determined in the Inception Report should be provided.

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**XI. OWNERSHIP OF DATA**

All data, source code, resources pertaining to the system shall be owned exclusively by the NPC.

**XII. RETENTION, DELETION AND DISPOSAL OF DATA**

Personal data must be retained only for as long as necessary for the fulfillment of the purposes for which data was obtained. For this purpose, the personal data processed by the PROVIDER shall be disposed of after the fulfillment of its contract.

Upon the fulfillment of the contract, any personal data processed by the PROVIDER must be deleted and disposed of in accordance with the provisions of the Data Privacy Act, its Implementing Rules and Regulations, and other issuances of the NPC. The deletion and disposal of data shall be under the supervision of the NPC. After the deletion and disposal of the data, the PROVIDER must issue a certification that the data were indeed deleted and disposed of properly.

**XIII. LEGAL AND TECHNICAL ELIGIBILITY REQUIREMENTS:**

TECHNICAL COMPONENTS:

- I. Class "A" Documents



	<p>1. Legal Documents</p> <ol style="list-style-type: none"> <li>a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, and</li> <li>b. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and</li> <li>c. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</li> </ol> <p>2. Technical Documents</p> <ol style="list-style-type: none"> <li>a. 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</li> <li>b. 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</li> <li>c. 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</li> <li>d. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and</li> </ol>	
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	<p>e. 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.</p> <p>3. Financial Documents</p> <p>a. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and</p> <p>b. 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.</p> <p>II. Class "B" Documents</p> <p>1. 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.</p> <p>FINANCIAL COMPONENT ENVELOPE</p> <p>1. Original of duly signed and accomplished Financial Bid Form; and</p> <p>2. Original of duly signed and accomplished Price Schedule(s).</p> <p><b><u>XIV.MILESTONE / DELIVERABLES, PROPOSED BUDGET AND SCHEDULE OF PAYMENT</u></b></p>	
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With the given percentage of payment upon completion of deliverables, the proposed total budget for the procurement of the DPO ACE Automated Exam System should not exceed ₱5,400,000.00. Payment shall only be made upon the issuance of an Inspection and Acceptance Certificate by the Inspection and Acceptance Committee of the Commission upon the recommendation of the end-user. The table below shall indicate the payment breakdown as follows:

<b>Milestone/Deliverables</b>	<b>Estimated Completion Time</b>	<b>Payment upon completion of deliverables</b>
Requirements gathering phase/ Project workplan	Two (2) weeks after receipt and acceptance of the Notice of Award and approval of the Contract by the Head of the Procuring Entity.	
Inception Report	One (1) month from receipt of Notice to Proceed (NTP) or Purchase Order (PO), whichever is applicable.	20%
Testing phase and training of users on site premises of DPO ACE AES	5 weeks from installation of DPO ACE AES, including applicable hardware and software on site (not later than 31 May 2021)	60%
Post testing, bug fixing (if any) documentation submission and full acceptance of	2 weeks from conduct of UAT and training by end-users on site (not later than 11 June 2021).	20%

	output and training			
<p><b>XV. <u>PROJECT DURATION</u></b></p> <p>The final version of the system shall be tested, operational and commissioned on or before 11 June 2021. Extending the project will subject the PROVIDER to penalties and surcharges (as stipulated in the Revised IRR of RA 9184) unless the fault is attributable to NPC. The PROVIDER is expected to strictly follow the schedule of delivery.</p>				

*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***

# Checklist of Technical and Financial Documents

## 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.

Moreover, bidders are reminded to use the **revised Bid Securing Declaration and Omnibus Sworn Statement**, among others, as can be downloaded through: <https://www.gppb.gov.ph/downloadables.php>

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**Or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) 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**

- (l) 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**

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

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

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

