

PHILIPPINE BIDDING DOCUMENTS

SERVICE PROVIDER FOR THE CONDUCT OF PERSONNEL AWARENESS, AND ASSESSMENT AND MANAGEMENT OF THE CYBERSECURITY SYSTEMS OF THE TOURISM PROMOTIONS BOARD (ITB NO. 2023-060)



Government of the Republic of the Philippines

**Sixth Edition
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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

INVITATION TO BID (ITB) NO. 2023-060

SERVICE PROVIDER FOR THE CONDUCT OF PERSONNEL AWARENESS, AND ASSESSMENT AND MANAGEMENT OF THE CYBERSECURITY SYSTEMS OF THE TOURISM PROMOTIONS BOARD

1. The **Tourism Promotions Board**, through the **2023 Approved Corporate Operating Budget** intends to apply the sum of **Three Million Five Hundred Thousand Pesos Only (PhP3,500,000.00)** being the ABC to payments under the contract for **Service Provider for the Conduct of Personnel Awareness, and Assessment and Management of the Cybersecurity System of the TPB /ITB No. 2023-060**. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **Tourism Promotions Board** now invites bids for the above Procurement Project. Delivery of the Goods is provided in the **Schedule of the Deliverables**, particularly in **Section VI. Schedule of Requirements** of the Bidding Documents. Bidders should have completed, **within the last five (5) 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.

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 **Tourism Promotions Board** through its Bids and Awards Committee Secretariat via emails: **bac_sec@tpb.gov.ph and/or janet_villafranca@tpb.gov.ph** during the office hours from **9:30am – 6:30pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **06 – 28 November 2023** by sending your request to **bac_sec@tpb.gov.ph** and/or **janet_villafranca@tpb.gov.ph** or **by downloading** through the **PhilGEPS and TPB website** and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. The fee for the Bidding Documents for the lot is **Five Thousand Pesos Only (PhP5,000.00)**.

Payment can be made through the TPB Landbank Account or the TPB Cashier. Please email the BAC Secretariat a copy of the **bank transmittal slips or the official receipt** on or before the deadline for the submission of bids.

**Bank Details:
Land Bank of the Philippines
Sheraton Century Park Branch
Tourism Promotions Board
A/C No. 1772-1034-13**

The Procuring Entity allows the bidder to present its proof of payment for the fees **through electronic means.**

6. The **Tourism Promotions Board** will hold a **Pre-Bid Conference on 14 November 2023 at 11:00 AM** through video conferencing or webcasting via **Zoom Virtual Platform**, which shall be open to prospective bidders.

Interested bidders may obtain the **Zoom** link of the **Pre-Bid Conference** from the **BAC Secretariat** through emails: **bac_sec@tpb.gov.ph** and/or **janet_villafranca@tpb.gov.ph.**

7. Bids must be duly received by the BAC Secretariat in a **sealed envelope** at the office address indicated below, on or before **28 November 2023 at 9:30 AM**. Late bids shall not be accepted.

**Procurement and General Services Division
Tourism Promotions Board
4/F, Legaspi Towers 300, Roxas Boulevard, Manila**

Each prospective bidder shall submit **one (1) original** and **two (2) copies** of its **Technical** and **Financial** documents.

The **Main Envelope** shall be labelled as follows:

TECHNICAL AND FINANCIAL BID
<Title of the Project>
<Company Name and Address>
DO NOT OPEN BEFORE: <Date and Time for the Opening of Bids>

The **Main Envelope** shall contain **two (2) envelopes**, each envelope shall be labeled as follows:

TECHNICAL ENVELOPE
<Title of the Project>
<Company Name and Address>
DO NOT OPEN BEFORE: <Date and Time for the Opening of Bids>
FINANCIAL ENVELOPE

<Title of the Project>
<Company Name and Address>
DO NOT OPEN BEFORE: <Date and Time for the Opening of Bids >

The **Technical Envelope** shall contain **three (3) Envelopes** labeled as follows:

ORIGINAL
Technical Envelope
<Title of the Project>
<Company Name and Address>
DO NOT OPEN BEFORE: <Date and Time for the Opening of Bids>

COPY 1
Technical Envelope
<Title of the Project>
<Company Name and Address>
DO NOT OPEN BEFORE: <Date and Time for the Opening of Bids>

COPY 2
Technical Envelope
<Title of the Project>
<Company Name and Address>
DO NOT OPEN BEFORE: <Date and Time for the Opening of Bids>

The **Technical Envelope** shall contain the following technical documents, **labeled/separated with tabs** as follows:

1. PhilGEPS Platinum Certificate
2. Statement of Ongoing Gov't and Private Contracts
3. Statement of Bidder's SLCC
4. Bid Security
5. Conformity with the Technical Specifications
6. Omnibus Sworn Statement
7. Audited Financial Statement
8. Computation of the NFCC or Line of Credit
9. Joint Venture Agreements (if applicable)

The **Financial Envelope** shall contain **three (3) Envelopes** labeled as follows:

ORIGINAL
Financial Envelope
<Title of the Project>
<Company Name and Address>
DO NOT OPEN BEFORE: <Date and Time for the Opening of Bids>

COPY 1

Financial Envelope

<Title of the Project>

<Company Name and Address>

DO NOT OPEN BEFORE: <Date and Time for the Opening of Bids>

COPY 2

Financial Envelope

<Title of the Project>

<Company Name and Address>

DO NOT OPEN BEFORE: <Date and Time for the Opening of Bids>

The **Financial Envelope** shall contain the following financial documents, **labeled/separated with tabs** for easy identification of documents as follows:

1. Financial Bid
2. Price Schedule
3. Other Documentary Requirements (if applicable)

See Annex D: Diagram of Sealing and Marking of Bid Envelopes

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 **28 November 2023 at 10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

BAC Meeting Room

Tourism Promotions Board

4/F, Legaspi Towers 300, Roxas Boulevard, Manila

10. The Bidder who's Bid was declared the Single/Lowest Calculated Responsive Bid (S/LCRB) shall submit a third copy of the **Technical and Financial Bid**, *upon the request of the Secretariat*
11. The **Tourism Promotions Board** 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:

*Roselle D. Romero / Janet G. Villafranca
BAC Secretariat, Tourism Promotions Board
4/F Floor Legaspi Towers 300, Roxas Boulevard, Manila
Tel. Nos. 8525-9318 loc. 273 / 8525-9318 loc. 270*

Email: bac_sec@mis.tpb.gov.ph/bac_sec@tpb.gov.ph/janet_villafranca@tpb.gov.ph
Fax No. (02) 8526-5971

13. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph or www.tpb.gov.ph

06 November 2023

(Sgd.)
ARNOLD T. GONZALES
Chairperson
Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Tourism Promotions Board** wishes to receive Bids for the ***Service Provider for the Conduct of Personnel Awareness, and Assessment and Management of the Cybersecurity System of the Tourism Promotions Board*** with identification number ***ITB 2023-0060***.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2023 Approved Corporate Operating Budget** in the amount of **Three Million Five Hundred Thousand Pesos Only (PhP3,500,000.00)**.

2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget.

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:

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

The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: 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.

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 the **last three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 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

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 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 **26 March 2024**. 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

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

The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

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. Provision of the Supply of Delivery of Entertainers and Technical/Support Personnel necessary for the implementation of the event with international audience or participation. b. completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila, Philippines 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 two percent (2%) of ABC, 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 five percent (5%) of ABC if bid security is in Surety Bond.
19.3	The project shall be awarded as one (1) contract.
20.	<p>The original of the following documents shall be presented during the Post-Qualification:</p> <ol style="list-style-type: none"> 1. PHILGEPS Platinum Certificate 2. Business/Mayor's Permit 3. SEC Registration and the Articles of Incorporation 4. Tax Clearance Certificate 5. Latest Audited Financial Statement 6. General Information Sheet 7. Board Resolution (reference to the Omnibus Sworn Statement and Secretary's Certificate) 8. Contracts/PO for Ongoing projects / Certificate of Project Completion for Completed Projects (Reference to the List of Ongoing and Completed Project submitted) <p>Submit a certified true copy of documents in nos. 2-7 within five (5) calendar days from the date of the post-qualification, as instructed by the Technical Working Group</p>
21	No additional documents.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>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>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered Manila, Philippines. 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 is Mr. Emmanuel A. Zarate</p> <p>Incidental Services –</p> <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>Spare Parts – Not Applicable</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>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</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>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</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 in two (2) tranches as follows:</p> <table border="1" data-bbox="365 1178 1385 1955"> <thead> <tr> <th data-bbox="365 1178 611 1249">TERMS</th> <th data-bbox="611 1178 1179 1249">Deliverables</th> <th data-bbox="1179 1178 1385 1249">% PAYMENT</th> </tr> </thead> <tbody> <tr> <td data-bbox="365 1249 611 1473">1ST Tranche</td> <td data-bbox="611 1249 1179 1473">Successful initial kick-off meeting Completion of Data Protection Officer Training or its equivalent for TPB personnel</td> <td data-bbox="1179 1249 1385 1473">15</td> </tr> <tr> <td data-bbox="365 1473 611 1697">2nd Tranche</td> <td data-bbox="611 1473 1179 1697">Completion of Data Privacy Awareness Program Final report on Vulnerability Assessment and Penetration Testing</td> <td data-bbox="1179 1473 1385 1697">20</td> </tr> <tr> <td data-bbox="365 1697 611 1955">3rd Tranche</td> <td data-bbox="611 1697 1179 1955">TPB approved final draft of TPB Information Security Policies DPA Gap Analysis Documentation Privacy Impact Assessment Report</td> <td data-bbox="1179 1697 1385 1955">50</td> </tr> </tbody> </table>	TERMS	Deliverables	% PAYMENT	1ST Tranche	Successful initial kick-off meeting Completion of Data Protection Officer Training or its equivalent for TPB personnel	15	2nd Tranche	Completion of Data Privacy Awareness Program Final report on Vulnerability Assessment and Penetration Testing	20	3rd Tranche	TPB approved final draft of TPB Information Security Policies DPA Gap Analysis Documentation Privacy Impact Assessment Report	50
TERMS	Deliverables	% PAYMENT											
1ST Tranche	Successful initial kick-off meeting Completion of Data Protection Officer Training or its equivalent for TPB personnel	15											
2nd Tranche	Completion of Data Privacy Awareness Program Final report on Vulnerability Assessment and Penetration Testing	20											
3rd Tranche	TPB approved final draft of TPB Information Security Policies DPA Gap Analysis Documentation Privacy Impact Assessment Report	50											

	<p>4th Tranche</p> <p>TPB approved final draft of the Data Privacy Manual and Privacy Management Program</p> <p>Completion of Breach Reporting and Management Simulation Exercises</p>	15
	Total	100
4	The inspections and tests that will be conducted are: Not applicable	

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	Initial Kick-Off Meeting Conduct an initial meeting with stakeholders to discuss the Project Management Implementation Plan.	1 LOT	1	Month 1, Week 1
2	Capacity Building for TPB Personnel Facilitate data protection and VAPT training programs for TPB personnel.	1 LOT	1	Month 1, Weeks 2-3
3	Data Privacy Awareness Program Conduct awareness programs and create AV presentations for data privacy.	1 LOT	1	Month 1-2
4	Vulnerability Assessment and Penetration Testing Perform assessments on TPB systems to identify vulnerabilities and enhance security awareness.	1 LOT	1	Month 1-2
5	Information System Strategic Plan Review Review and report on TPB's Information System Strategic Plan for data privacy compliance.	1 LOT	1	Month 2
6	DPA Compliance Status Assessment Assess TPB's current data privacy compliance status and produce gap analysis documentation.	1 LOT	1	Month 2-3

7	DPA Compliance Status Assessment Assess TPB's current data privacy compliance status and produce gap analysis documentation.	1 LOT	1	Month 2-3
8	Privacy Impact Assessment Conduct and approve PIAs using NPC PIA Toolkit and ISO/IEC 29134:2018.	1 LOT	1	Month 2, Week 4 to Month 3, Week 1
9	Drafting of Data Privacy Documents Assist in creating the Data Privacy Manual and Privacy Management Program.	1 LOT	1	Month 3, Weeks 1-2
10	Breach Reporting and Management Simulation Conduct breach management exercises for stakeholders.	1 LOT	1	Month 3, Weeks 3-4
NOTHING FOLLOWS				

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 (Comply/Not Comply)
1	Conduct of initial meeting with stakeholders to discuss the schedule, timeline, criteria, personnel, and other requirements embodied in the Project Management Implementation Plan	
2	Facilitate the attendance for capacity building of TPB personnel for the sustainability of the TPB	
3	Facilitate the conduct of Data Privacy Awareness through orientation, training, seminars, workshop, and creation of Audio-Video Presentation Campaign	
4	Conduct Vulnerability Assessment and Penetration Testing of the TPB Systems Infra and Infostructure	
5	Assessment Report on TPBs Information System Strategic Plan	
6	Adapt DICT’s Policies on Information Security Management System (PIMS) and Cybersecurity Management System (CMS)	
7	Assessment of the organization’s current status with regards to DPA compliance and provide a documentation for	

	<p>Project Charter.</p> <p>Must provide DPA Gap Analysis Documentation after initial assessment of the organization's current status</p>	
8	Conduct DPA Privacy Impact Assessment (PIA), formulation and Approval of PIA Report	
9	Draft Data Privacy Manual and Data Privacy Governance Cycle or Privacy Management Program of the TPB	
10	Simulation Exercises on Breach Reporting and Management	
11	Bidders Qualification	
11.a	<p>Government Accreditation</p> <p>Valid and updated VAPT and ISMS certification issued by DICT</p>	
11.b	<p>Data Confidentiality Capability</p> <p>Certification of developed encryption tool. Must be available and working.</p>	
11.c	<p>Data Availability Capability</p> <p>Certification of developed Anti-DDOS and Web Application Firewall Solutions.</p> <p>Must be available and working.</p>	
11.d	<p>Big Data Implementation Capability</p> <p>Certification of Implemented Data and Command Centers in both private and public organizations</p>	
11.e	<p>Project and Service Management</p> <p>Valid ITIL Certification</p> <p>Valid Project Management Certification</p>	
11.f	<p>Infrastructure Management and Certification</p> <p>Certification of any infra or Operating System related</p>	
11.g	Database Certification	

	Valid Database Administrator Certification	
11.h	Cyber Security Certification Valid Hacking Certification or Blockchain Certification	
12	Proposed Plan of Approach and Methodology	
13	Gantt Chart	
14	Organization and Staffing	
15	Curriculum Vitae of the Proposed Personnel	
<i>***nothing follows***</i>		

Section VIII. Checklist of Technical and Financial Documents

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

ANNEXES:

Annex A: Terms of Reference

Annex B: Revised Forms

Annex C: Financial Bid Forms

Annex D: Diagram of Sealing and Marking of Bids

