PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

25/F Vertis North Corporate Center I,
North Avenue, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(02) 771 9722

REQUEST FOR QUOTATION

RFQ/OPI/10

SUPPLY, DELIVERY, INSTALLATION, AND TESTING OF CONSOLIDATED FORENSIC SOFTWARE SUBSCRIPTIONS FOR THE PHILIPPINE COMPETITION COMMISSION

15 August 2025

REQUEST FOR QUOTATION — GOODS (RFQG)

Project Title: **Capacity Building to Foster Competition**
Source of Funding: **ADB Loan 3878-PHI**
Contract Ref.: **RFQ/OPI/10**

Date of Issue of Request: **15 August 2025**

To:

Sir/Madam:

1. The Philippine Competition Commission (Purchaser) hereby requests you to submit price quotation for the **Supply, Delivery, Installation, and Testing of Consolidated Forensic Software Subscriptions for the Philippine Competition Commission**.

2. If you, however, have been associated with the preparation of this **Detailed Technical Specifications** that is the subject of this request, you shall be disqualified.

3. To assist you in the preparation of your price quotation, we enclose the necessary **Detailed Technical Specifications** (Appendix)**, Supply and Delivery Price Schedule** (Attachment 1), **Technical Specifications** (Attachment 2), **Form of Quotation**, and **Draft Contract**.

4. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:

   (a) you/your firm are/is not a citizen/national of an ADB member country, or

   (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or

   (c) you/your firm are/is owned by the Purchaser, or

   (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date), or

   (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.

5. To be qualified, you must:

(a) be an established IT company with five (5) years of experience in supply and delivery of IT forensic equipment, security software and hardware, subscription and peripherals. Proof of years of experience of the firm as an established Supplier, specializing in supply and delivery of IT forensic equipment, security software and hardware, subscription and peripherals**, must be submitted**.

(b) submit the following documents together with the Quotation:

(i) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;

(ii) Mayor's/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. In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit;

(iii) Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR), and its Revenue Regulations No. 017-2024 prescribing the presentation of tax clearance prior to final settlement of government contracts;

(iv) Certificate of PhilGEPS Registration; and

(v) Written confirmation authorizing the signatory of the bid to commit the bidder (i.e., Company's Board Resolution or Written Power of Attorney).

(c) submit **certification of authorized sole distributorship/resellership** from the distributor/manufacturer of the product/s offered.

(d) submit copies of client's satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last five (5) years from either government or private entities, with similar contracts. Similar contracts shall refer to of IT forensic equipment, security software and hardware, subscription, and peripherals.

The bidder shall submit pertinent documents to support the above-mentioned qualifications which shall be part of the bid submission.

6. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

(a) The forensic software subscriptions are grouped in lots. You shall have the option of submitting your price quotation for individual lot or for any combination of the lots as described in the attached documents and submitted only in the attached Form of Quotation with the priced **Supply and Delivery Price Schedule**. Prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. The currency of quoted prices and payment shall be in Philippine Peso.

(b) The price should be quoted for the supply and delivery of consolidated forensic software subscriptions for the Philippine Competition Commission to **the Philippine Competition Commission, 25/F Vertis North Corporate Center I, North Avenue, Quezon City** and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in the English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in **Quezon City**.

(c) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and **shall be signed by you or your authorized representative**. **Without a signature in your Form of Quotation, your quotation will not be considered further.**

(d) You shall submit one original of the **Form of Quotation** and clearly marked "ORIGINAL". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.

(e) Your quotation should be valid for a period of **sixty (60) days** from the deadline for submission of the quotation as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years.

Submission and Opening

(f) Your **Form of Quotation** with the priced **Supply and Delivery Price Schedule** should be submitted on or before **17 September 2025, 12:00 noon** with the required documents that should be **signed, sealed** in an envelope, and addressed to and delivered to the following address:

Purchaser's Address: Philippine Competition Commission
The Chairperson, PCC Bids and Awards Committee (PBAC)
25/F Vertis North Corporate Center I
North Avenue, Quezon City

Telephone: (02) 8771 9722

(g) Your quotation shall be opened in public, in the presence of your representative/s who choose to attend, on **17 September 2025** at **1:30 p.m. or at a time immediately after the bid submission deadline as determined by the PBAC** and at the following address:

Philippine Competition Commission
The Chairperson, PCC Bids and Awards Committee (PBAC)
25/F Vertis North Corporate Center I
North Avenue, Quezon City

Evaluation and Negotiation

(h) Quotation determined to be substantially responsive to this **Request for Quotation** will be evaluated by checking its offer prices to the Purchaser. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.

(i) In evaluating the quotation, the Purchaser will adjust for any arithmetical errors as follows:

(a) where there is a discrepancy between amounts in figures and words, the amount in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

(j) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the **lowest price quotation**.

(k) The Supplier whose quotation has been accepted will be notified by the Purchaser within **sixty (60) days** from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.

(l) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**. In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in the Purchaser's country.

7. Further information can be obtained from:

Name:	Mr. Isabelo Miguel V. Abano Technical Staff, Procurement Support and Secretariat, PBAC
Address:	Philippine Competition Commission 25/F Vertis North Corporate Center I North Avenue, Quezon City
Email:	ivabano@phcc.gov.ph

8. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.

9. Under **ADB's Anticorruption Policy** (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for the award and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for the award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be on ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

10. You/your firm, joint venture partners, associates, parent company, affiliates, or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

    If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):[1]

    (c) Name of Institution: _____
    (d) Period of debarment, ineligibility, or blacklisting (start and end date): _____
    (e) Reason for the debarment, ineligibility, or blacklisting: _____

11. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers, and directors have not been [charged or convicted] of any criminal offense (including felonies and

[1] Any such disclosure shall be forwarded by the Purchaser to ADB.

misdemeanors) or infractions/violations of the ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:[2]

(a) Nature of the offense/violation: _____
(b) Court/Area of jurisdiction: _____
(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
(d) Other relevant details:

12. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates, or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred, or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of the ordinance which carry the penalty of imprisonment.

13. Any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

14. A Supplier shall not have a conflict of interest and if found to have a conflict of interest, the Supplier shall be disqualified.

15. The Purchaser reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract in the following situations:

    a. If there is prima facie evidence of collusion between appropriate public officers or employees of the Purchaser, or between the Bids and Awards Committee (BAC) and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

    b. If the BAC is found to have failed in following the prescribed bidding procedures; or

    c. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government of the Philippines (GoP), as follows:

[2] Any such disclosure shall be forwarded by the Purchaser to ADB.

i) if the physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the Purchaser;
ii) if the project is no longer necessary as determined by the Purchaser; or
iii) if the source of funds for the project has been withheld or reduced through no fault of the Purchaser.

16. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

redacted

Sincerely,

Signed by Joseph Melvin B Basas

ATTY. JOSEPH MELVIN B. BASAS
Chairperson
PCC Bids and Awards Committee (PBAC)
Philippine Competition Commission
(Purchaser)

redacted

redacted

Attachment 1

SUPPLY AND DELIVERY PRICE SCHEDULE

Item	**Description/Quantity**			**Unit Price**	**Total Price**
Lot 1: Cellebrite Mobile Forensic Software Subscriptions					
Product Code	**Product Name**	**Serial Number**	**Qty**	PhP	PhP
S-UFD-20-003	InsEYEts Pro UFED Subscription	1999285481	1		
S-UFD-20-006	InsEYEts Pro PA Subscription		1		
S-AIS-20-001	InsEYEts Online Limited Unlocks subscription		15		
i. Subscription period for twelve (12) months upon receipt of the Notice to Proceed. ii. Include upgrade of peripherals at no additional cost to PCC. iii. Supply and deliver forensic licenses for current Cellebrite products. iv. Provide up-to-date knowledge transfer on the operation of the software. v. Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Detailed Technical Specifications but needed in the completion of the project).					
Schedule of Requirements	**9 September 2025**, the expiration date of current subscription.				
Delivery Schedule	The Supplier must complete the supply, delivery, installation, and testing within **Thirty (30) days** from receipt of the Notice to Proceed				
Warranty	Goods offered should be covered by the manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser. In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of one (1) year, after acceptance by the Procuring Entity of the delivered supplies. The obligation for the warranty shall be covered by retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment. The said amounts shall only be released after the lapse of the warranty period: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.				
Liquidated Damages	One-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.				

Service Level Agreement	○ Provide a single point of contact for technical and customer support, either by phone or electronic mail; ○ Replace defective units / licenses in full within fifteen (15) days from the date of delivery, if found defective during installation without additional cost to PCC; ○ Provide 8X7 (8:00 AM – 5:00 PM, Mondays-Sundays, including weekends and holidays) call or email support.

TOTAL for Lot 1	**PhP**

Item	**Description**		**Unit Price**	**Total Price**
Lot 2: Magnet AXIOM Digital Forensic Software Subscriptions				
Product Name	**License Key**	**Qty.**	**PhP**	**PhP**
Magnet Axiom Full-Suite (Perpetual Dongle)	B202405310000408	**1**		
	B202405310000396	**1**		

i. Subscription period for twelve (12) months upon receipt of the Notice to Proceed.
ii. At least two (2) Perpetual licenses (dongle based).
iii. Supply and deliver forensic licenses for current Magnet AXIOM products.
iv. Provide up-to-date knowledge transfer on the operation of the software.
v. Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Detailed Technical Specifications but needed in the completion of the project);
vi. Should be capable of case creation that will include details and evidences collected by the user
vii. Must be capable of displaying a high-level overview of the case, evidence sources and summaries of processed results.
viii. Must support full drive decryption for drives encrypted by TrueCrypt, BitLocker, VeraCrypt and File Vault 2.
ix. Must support Password Bypass and recovery of full physical images from locked mobile devices such as iOS and Android.
x. Must be able to acquire images from any iOS or Android devices, hard drives and removable media.
xi. Must support logical and filesystem acquisitions.
xii. Automation of acquisition and processing tasks in preparing evidence for analysis.
xiii. Should be able to generate reports for entire data sets or filtered information in several formats: Microsoft Excel, PDF, HTML and more.
xiv. Include upgrade of peripherals at no additional cost to PCC.

Schedule of Requirements	**31 July 2025**, the expiration date of current subscription.
Delivery Schedule	The Supplier must complete the supply, delivery, installation, and testing within **Thirty (30) days** from receipt of the Notice to Proceed
Warranty	Goods offered should be covered by the manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

	In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of one (1) year, after acceptance by the Procuring Entity of the delivered supplies. The obligation for the warranty shall be covered by retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment. The said amounts shall only be released after the lapse of the warranty period: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.
Liquidated Damages	One-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.
Service Level Agreement	○ Provide a single point of contact for technical and customer support, either by phone or electronic mail; ○ Replace defective units / licenses in full within fifteen (15) days from the date of delivery, if found defective during installation without additional cost to PCC; ○ Provide 8X7 (8:00 AM – 5:00 PM, Mondays-Sundays, including weekends and holidays) call or email support.
TOTAL for Lot 2	**PhP**

Item	**Description**		**Unit Price**	**Total Price**
Lot 3: X-Ways Forensics Software Subscriptions				
Product Name	**License Key**	**Qty.**	**PhP**	**PhP**
X-Ways Forensics (Perpetual)	804F – 5802	**1**		
	804F - 5824	**1**		

i. Subscription period for twelve (12) months upon receipt of the Notice to Proceed. ii. At least two (2) Perpetual licenses (dongle based). iii. Supply and deliver forensic licenses for current X-Ways forensics products. iv. Provide up-to-date knowledge transfer on the operation of the software. v. Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Detailed Technical Specifications but needed in the completion of the project); vi. Include upgrade of peripherals at no additional cost to PCC. vii. Must be able to retrieve/recover files whether data is intentionally deleted or lost due to corruption. viii. Must support ranges of file systems, including FAT, NTFS, exFAT, HFS, APFS, Ext2/3/4. ix. Must be able to handle complex RAID configurations, and it allows you to analyze virtual disk images x. Must be compatible with various external devices, including USB drives, memory cards, mobile phones, and more. xi. Must be able to analyze file metadata (timestamps, file system attributes, etc.), which can provide critical evidence in investigations, including hidden or encrypted files. xii. Must have search and filter capabilities to let you look for specific data (e.g., keywords, phrases, metadata xiii. Must generate detailed reports, including case logs, evidence summaries, and activity logs. xiv. Keeps track of which files were already viewed during the investigation xv. Must allow multiple users to work on the same case simultaneously, ensuring collaborative investigations. xvi. Must ensure that the original evidence is not altered during analysis, protecting the integrity and authenticity of the data. xvii. Must support partition types: MBR, GPT (GUID partitioning), Apple, Windows dynamic disks (both MBR and GPT style), LVM2 (both MBR and GPT style), and unpartitioned. xviii. Must be capable of remote analysis. xix. Must have a timeline analysis tool providing context for the investigation. xx. Must process large amounts of data and ability to quickly search and index large sets of data.	
Schedule of Requirements	**31 July 2025**, the expiration date of current subscription.
Delivery Schedule	The Supplier must complete the supply, delivery, installation, and testing within **Thirty (30) days** from receipt of the Notice to Proceed
Warranty	Goods offered should be covered by the manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser. In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of one (1) year, after acceptance by the Procuring Entity of the delivered supplies. The obligation for the warranty shall be covered by retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment. The said amounts shall only be released after the lapse of the warranty period: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

Liquidated Damages	One-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.
Service Level Agreement	○ Provide a single point of contact for technical and customer support, either by phone or electronic mail; ○ Replace defective units / licenses in full within fifteen (15) days from the date of delivery, if found defective during installation without additional cost to PCC; ○ Provide 8X7 (8:00 AM – 5:00 PM, Mondays-Sundays, including weekends and holidays) call or email support.
TOTAL for Lot 3	**PhP**

SUMMARY OF BID PRICES

Item	Description	Total Price
Lot 1: Cellebrite Mobile Forensic Software Subscriptions		**PhP**
Lot 2: Magnet AXIOM Digital Forensic Software Subscriptions		**PhP**
Lot 3: X-Ways Forensics Software Subscriptions		**PhP**
	TOTAL	**PhP**

Attachment 2

TECHNICAL SPECIFICATIONS

RFQ/OPI/10: Supply, Delivery, Installation, and Testing of Consolidated Forensic Software Subscriptions for the Philippine Competition Commission

Below are the required minimum and/or equivalent functional requirements, technical specifications, features, characteristics, and numbers for the following items:

1. **Technical Specifications**

Lot 1: Cellebrite Mobile Forensic Software Subscriptions

- Subscription period for twelve (12) months upon receipt of the Notice to Proceed.
- Expiration date of current subscription: 09 September 2025
- Include upgrade of peripherals at no additional cost to PCC

Product Code	Product Name	Serial Number	Qty.
S-UFD-20-003	InsEYEts Pro UFED Subscription	1999285481	1
S-UFD-20-006	InsEYEts Pro PA Subscription		1
S-AIS-20-001	InsEYEts Online Limited Unlocks subscription		15

Lot 2: Magnet AXIOM Forensic Software Subscriptions

- Subscription period for twelve (12) months upon receipt of the Notice to Proceed
- At least two (2) Perpetual licenses (dongle based)
- Expiration date of current subscription: 31 July 2025
- Should be capable of case creation that will include details and evidences collected by the user
- Must be capable of displaying a high-level overview of the case, evidence sources and summaries of processed results
- Must support full drive decryption for drives encrypted by TrueCrypt, BitLocker, VeraCrypt and File Vault 2
- Must support Password Bypass and recovery of full physical images from locked mobile devices such as iOS and Android.
- Must be able to acquire images from any iOS or Android devices, hard drives and removable media
- Must support logical and filesystem acquisitions
- Automation of acquisition and processing tasks in preparing evidence for analysis

- Should be able to generate reports for entire data sets or filtered information in several formats: Microsoft Excel, PDF, HTML and more
- Include upgrade of peripherals at no additional cost to PCC

Product Name	License Key	Qty.
Magnet Axiom Full-Suite (Perpetual Dongle)	B202405310000408	1
	B202405310000396	1

Lot 3: X-Ways Forensics

- Subscription period for twelve (12) months upon receipt of the Notice to Proceed
- At least two (2) perpetual licenses (dongle based)
- Expiration date of current subscription: 31 July 2025
- Include upgrade of peripherals at no additional cost to PCC
- Must be able to retrieve/recover files whether data is intentionally deleted or lost due to corruption.
- Must support ranges of file systems, including FAT, NTFS, exFAT, HFS, APFS, Ext2/3/4.
- Must be able to handle complex RAID configurations, and it allows you to analyze virtual disk images
- Must be compatible with various external devices, including USB drives, memory cards, mobile phones, and more.
- Must be able to analyze file metadata (timestamps, file system attributes, etc.), which can provide critical evidence in investigations, including hidden or encrypted files.
- Must have search and filter capabilities to let you look for specific data (e.g., keywords, phrases, metadata
- Must generate detailed reports, including case logs, evidence summaries, and activity logs.
- Keeps track of which files were already viewed during the investigation
- Must allow multiple users to work on the same case simultaneously, ensuring collaborative investigations.
- Must ensure that the original evidence is not altered during analysis, protecting the integrity and authenticity of the data.
- Must support partition types: MBR, GPT (GUID partitioning), Apple, Windows dynamic disks (both MBR and GPT style), LVM2 (both MBR and GPT style), and unpartitioned
- Must be capable of remote analysis
- Must have a timeline analysis tool providing context for the investigation.
- Must process large amounts of data and ability to quickly search and index large sets of data

Product Name	License Key	Qty.
X-Ways Forensics (Perpetual)	804F – 5802	1
	804F - 5824	1

FORM OF QUOTATION

RFQ/OPI/10: Supply, Delivery, Installation, and Testing of Consolidated Forensic Software Subscriptions for the Philippine Competition Commission

_____
(Date)

To: Philippine Competition Commission
25/F Vertis North Corporate Center I
North Avenue, Quezon City

We offer to execute the RFQ/OPI/10: Supply, Delivery, Installation, and Testing of Consolidated Forensic Software Subscriptions for the Philippine Competition Commission in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Price Schedule (Attachment 1)** accompanying this Quotation for the **Contract Price** of [*amount in words and in figures* _____ (_____) Philippine Peso.

We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Price Schedule** (**Attachment 1**).

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Telephone Number : _____
Fax Number, if any : _____
Email address (optional) : _____

ACCEPTANCE

The Purchaser accepts the Supplier's offer for the RFQ/OPI/10**: Supply, Delivery, Installation, and Testing of Consolidated Forensic Software Subscriptions for the Philippine Competition Commission**. Attached is the Contract with the accepted Contract Price for the Supplier's signature to be submitted to the Purchaser within 15 days from receipt.

Name of Purchaser	:	Philippine Competition Commission
Authorized Signature	:	_____
Name of Signatory	:	Kenneth V. Tanate, PhD
Title of Signatory	:	Executive Director and Head of Procuring Entity
Date	:	_____

CONTRACT

Name of Country: Philippines
Project Name: Capacity Building to Foster Competition
Name of Contract: Supply, Delivery, Installation, and Testing of Consolidated Forensic Software Subscriptions for the Philippine Competition Commission
Contract Number: RFQ/OPI/10

This Contract is entered into on _[*date*]_day of _[*month*]___, ____[*year*], between Philippine Competition Commission (hereinafter called "the Purchaser") on the one part, and _____[*name of Supplier*]_____ (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested a quotation for the RFQ/OPI/10: Supply, Delivery, Installation, and Testing of Consolidated Forensic Software Subscriptions for the Philippine Competition Commission to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of _____ [*amount in words*] _____ [*amount in figures*] hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:

   a) **Form of Quotation**, with **Supply and Delivery Price Schedule and Technical Specifications**;

   b) **Contract Terms and Conditions**; and

   c) **Terms of Reference (Appendix)**

2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.

3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of _____ [*country of Purchaser*] on the date indicated above.

Signature and seal of the Purchaser:	**Signature and seal of the Suppler:**
For and on behalf of	For and on behalf of
_____	_____
Name of Authorized Representative	Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: **Capacity Building to Foster Competition**
Purchaser: **Philippine Competition Commission**
Package No.: **RFQ/OPI/10**

1. Definitions

(a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(e) "Completion" means the fulfillment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

(h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and includes the legal successors or permitted assigns of the Supplier.

(i) "ADB" is the Asian Development Bank.

2. Applicable Law

2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

3. Language

3.1 All communications and documents related to the Contract shall be in English.

4. Assignment

4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

5. Fraud and Corruption

5.1 This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Fixed Contract Price

6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

7. Delivery Schedule

7.1 The delivery should be completed as per the schedule indicated in the **Supply and Delivery Price Schedule**. The Supplier must complete the supply, delivery, installation, and testing within **thirty (30) calendar days** from receipt of the Notice to Proceed.

8. Required Technical Specifications described in the **Terms of Reference (**with attachments as necessary)

(a) General Description
(b) Specific details and technical standards
(c) Performance Parameters

The supplier confirms compliance with the above specifications.

9. Delivery and Documents

9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

(a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
(b) manufacturer's or supplier's warranty certificate; and
(c) certificate of origin.

If goods are coming by courier, the supplier shall also provide prior to delivery, copies of documents that will enable the Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before the arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

10. Taxes and Duties

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Pursuant to the Revenue Regulation No. 017-2024 of the Bureau of Internal Revenue (BIR) prescribing the presentation of tax clearance prior to final settlement of government contracts, the Service Provider shall pay taxes in full and on time and that failure to do so will entitle the Purchaser to suspend payment for any goods or service delivered by the Service Provider. The Service Provider shall regularly present, within the duration of the contract, a tax clearance from the BIR as well as a copy of its income and business tax returns fully stamped and received by the BIR and duly validated with the tax payments made thereon.

11. Payment

11.1 Payment shall be made on a **ONE-TIME BASIS**. The PCC shall pay the Supplier within thirty (30) working days upon receipt of the original signed Statement of Account, or billing statement, supported by Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.

12. Warranty

12.1 Goods offered should be covered by the manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of one (1) year, after acceptance by the Procuring Entity of the delivered supplies. The obligation for the warranty shall be covered by retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment. The said amounts shall only be released after the lapse of the warranty period: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

13. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by the Purchaser. The name and address of the service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility: _____

Address: _____

_____

14. Resolution of Disputes

14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under the said Rules. The arbitration shall take place in Quezon City, Philippines. The resulting award shall be final and binding on the parties and shall replace other remedies. The language of the arbitration shall be English and each party shall bear its own costs.

15. Failure to Perform

15.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier. If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once, the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it. Please refer also to provisions of the liquidated damages in the Terms of Reference.

16. Force Majeure

16.1 The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, the act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

17. Termination Due to Integrity Violation

17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

18. Accounts and Records

18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

19. Suspension of ADB Loan or Credit

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

(a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.

(b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

Appendix

DETAILED TECHNICAL SPECIFICATIONS

I. Rationale

II. Objective

III. Scope of Works

IV. Information Security and Non–Disclosure Agreement

V. Approved Budget for the Contract (ABC)

VI. Qualifications of the Supplier

VII. Technical Specifications

VIII. Schedule of Requirements

IX. Mode of Procurement

X. Warranty and Payment Scheme

XI. Liquidated Damages

XII. Dispute Agreement/Resolution

XIII. Bank's Anticorruption Policy; Standards of Conduct

PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

25/F Vertis North Corporate Center 1,
North Avenue, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722

DETAILED TECHNICAL SPECIFICATIONS

Supply, Delivery, Installation, and Testing of Consolidated Forensic Software Subscriptions for the Philippine Competition Commission

I. RATIONALE:

To support implementation of the Philippine Competition Act and contribute to building a strong knowledge base on competition law and policy, the Philippine Competition Commission with the assistance from the Asian Development Bank (ADB), is implementing the Capacity Building to Foster Competition Project (the "Project"). The Project has dedicated resources for procurement of equipment and software to support the PCC in increasing its capacity to perform its core enforcement functions.

Section 12(g) of the PCA empowers the PCC to conduct inspections of premises as part of its investigative tools. In September 2019, the Supreme Court issued the Rule on Administrative Search and Inspection under the Philippine Competition Act ("Rule") which provides the legal and procedural framework for the conduct of inspections. The Administrative Office's Information and Communications Technology Division (AO-ICTD or the "End-User") provides technical assistance to the Competition Enforcement Office, through supervision of the maintenance and improvement of facilities, to ensure the efficient and effective use of technology in the conduct of detection and investigations of anti-competitive behavior.

The PCC continually strives to enhance its digital forensics capabilities so that it can properly collect and analyze digital data obtained during premises inspections. This endeavor entails the design and development of a digital forensics laboratory with mobile forensics equipment, software, and tools. The use of mobile and computer forensics will allow the PCC to access and process data from computer and mobile devices, which are now often used to transact business and store data. Furthermore, numerous competition agencies have utilized mobile forensics for detecting and prosecuting competition law violations.

Procurement of the following Forensic Software Subscriptions shall be done on a per lot basis. The supplier/s have the option of submitting the price quotation for individual lot or for any combination of the lots below:

Lot 1: Cellebrite Mobile Forensic Software Subscriptions
Lot 2: Magnet AXIOM Digital Forensic Software Subscriptions
Lot 3: X-Ways Forensics Software Subscription

TÜVRheinland CERTIFIED
Management System ISO 9001:2015
www.tuv.com ID 9108652446

II. OBJECTIVE

1. To support PCC's requirements on mobile and computer forensic solution to be used in the conduct of Administrative Search, Inspection and Investigation.

2. To continuously strengthen the Competition Enforcement Office's (CEO) investigative workflow using digital forensic technology.

3. To supplement the ICTD's digital forensics capability, to effectively support CEO in gathering and analyzing electronic evidences during the conduct of dawn raids/ inspection of premises.

III. SCOPE OF WORKS

The supplier shall deliver/ perform the following tasks:

Lot 1: Cellebrite Mobile Forensic Software Subscriptions

- Supply and deliver forensic licenses for current Cellebrite products.

- Provide up-to-date knowledge transfer on the operation of the software.

- Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Detailed Technical Specifications but needed in the completion of the project);

- Service Level Agreement.

    - Provide a single point of contact for technical and customer support, either by phone or electronic mail (email);
    - Replace defective units / licenses in full within fifteen (15) days from the date of delivery, if found defective during installation without additional cost to PCC;
    - Provide 8X7 (8:00 AM to 5:00 PM, Mondays to Sundays, including weekends and holidays) call or email support.

Lot 2: Magnet AXIOM Digital Forensic Software Subscriptions

- Supply and deliver forensic licenses for current Magnet AXIOM products.

- Provide up-to-date knowledge transfer on the operation of the software.

- Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Detailed Technical Specifications but needed in the completion of the project);

- Service Level Agreement.

    - Provide a single point of contact for technical and customer support, either by phone or email;
    - Replace defective units / licenses in full within fifteen (15) days from the date of delivery, if found defective during installation without additional cost to PCC;

- Provide 8X7 (8:00 AM to 5:00 PM, Mondays to Sundays, including weekends and holidays) call or email support.

Lot 3: X-Ways Forensics

- Supply and deliver forensic licenses for current X-Ways forensics products.
- Provide up-to-date knowledge transfer on the operation of the software.
- Provide all materials, equipment and peripherals, and scope of works (to include those not mentioned in this Detailed Technical Specifications but needed in the completion of the project);
- Service Level Agreement.
    - Provide a single point of contact for technical and customer support, either by phone or email;
    - Replace defective units / licenses in full within fifteen (15) days from the date of delivery, if found defective during installation without additional cost to PCC;
    - Provide 8X7 (8:00 AM to 5:00 PM, Mondays to Sundays, including weekends and holidays) call or email support.

IV. INFORMATION SECURITY AND NON-DISCLOSURE AGREEMENT

To ensure that the PCC maintains a high standard of information security when engaging with third-party providers, all suppliers are required to comply with the established PCC Information Security Management System (ISMS). These requirements are outlined in the Supplier Security Policy (POL-PCC-GSD 02-03) and related ISMS policies and procedures.

All data, documents, records, configuration files, and metadata (collectively referred to as "Information") provided to the supplier(s) for the purpose of delivering services are considered confidential and remain the exclusive property of PCC. The supplier(s) shall recognize the critical importance of maintaining the security and confidentiality of the Information and agree to prevent its unauthorized transfer, disclosure, or use by any third party. The supplier(s) shall not use the Information for any purpose other than to perform the agreed-upon services. Furthermore, the supplier(s) shall ensure that, upon completion of the service, they will not retain any portion of the Information in any form whatsoever.

The following must be submitted after the issuance of Notice of Award or Purchase Order or Job Order:

- Notarized Non-Disclosure Agreement

The documents will be submitted to the ISMS Secretariat in compliance with the approved PCC Information Security Management System, and will not form part of the submission for payment processing.

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **Three Million Seven Hundred Eleven Thousand Pesos Only (PhP3,711,000.00)** inclusive of all applicable government taxes and

service**.** The contract price shall include all the costs and profits arising from the or in relation to the services rendered in connection with the engagement and until the end of the contract.

Breakdown of the ABC per Lot

Lot 1: Cellebrite Mobile Forensic Software Subscriptions	PhP1,250,000.00
Lot 2: Magnet AXIOM Digital Forensic Software Subscriptions	PhP2,100,000.00
Lot 3: X-Ways Forensics Software Subscriptions	PhP361,000.00
TOTAL	**PhP3,711,000.00**

Bids that exceed the Approved Budget for the Contract (ABC) per lot shall be automatically rejected during the bid opening.

VI. QUALIFICATIONS OF THE SUPPLIER

The Supplier should be legally registered in PhilGEPS and have secured a BIR Tax Certificate and/or Clearance, and duly registered with the Department of Trade and Industry/ Securities and Exchange Commission/ Cooperative Development Authority and with Mayor's/Business Permit to be eligible to submit bids. Similarly, the Supplier/s should have the following minimum qualifications:

a. Must be an established IT company with five (5) years of experience in supply and delivery of IT forensic equipment, security software and hardware, subscription and peripherals.

b. Must submit certification of authorized distributorship / Dealership / Resellership from the distributor / manufacturer of the product/s offered.

c. Must submit copies of client's satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last five (5) years from either government or private entities, with similar contracts. Similar contracts shall refer to of IT forensic equipment, security software and hardware, subscription, and peripherals.

VII. TECHNICAL SPECIFICATIONS

Lot 1: Cellebrite Mobile Forensic Software Subscriptions

- Subscription period of twelve (12) months upon acceptance of the Notice to Proceed
- Expiration date of current subscription: 09 September 2025
- Include upgrade of peripherals at no additional cost to PCC

Product Code	Product Name	Serial Number	Qty.
S-UFD-20-003	InsEYEts Pro UFED Subscription	1999285481	1

S-UFD-20-006	InsEYEts Pro PA Subscription		1
S-AIS-20-001	InsEYEts Online Limited Unlocks subscription		15

Lot 2: Magnet AXIOM Forensic Software Subscriptions

- Subscription period of twelve (12) months upon acceptance of the Notice to Proceed
- At least two (2) Perpetual licenses (dongle based)
- Expiration date of current subscription: 31 July 2025
- Should be capable of case creation that will include details and evidence collected by the user
- Must be capable of displaying a high-level overview of the case, evidence sources and summaries of processed results
- Must support full drive decryption for drives encrypted by TrueCrypt, BitLocker, VeraCrypt and File Vault 2
- Must support Password Bypass and recovery of full physical images from locked mobile devices such as iOS and Android.
- Must be able to acquire images from any iOS or Android devices, hard drives and removable media
- Must support logical and filesystem acquisitions
- Automation of acquisition and processing tasks in preparing evidence for analysis
- Should be able to generate reports for entire data sets or filtered information in several formats: Microsoft Excel, PDF, HTML and more
- Include upgrade of peripherals at no additional cost to PCC

Product Name	Current License	Qty.
Magnet Axiom Full-Suite (Perpetual Dongle)	B202405310000408	1
	B202405310000396	1

Lot 3: X-Ways Forensics

- Subscription period of twelve (12) months upon acceptance of the Notice to Proceed
- At least two (2) perpetual licenses (dongle based)
- Expiration date of current subscription: 31 July 2025
- Include upgrade of peripherals at no additional cost to PCC
- Must be able to retrieve/recover files whether data is intentionally deleted or lost due to corruption.
- Must support ranges of file systems, including FAT, NTFS, exFAT, HFS, APFS, Ext2/3/4.
- Must be able to handle complex RAID configurations, and it allows you to analyze virtual disk images

- Must be compatible with various external devices, including USB drives, memory cards, mobile phones, and more.
- Must be able to analyze file metadata (timestamps, file system attributes, etc.), which can provide critical evidence in investigations, including hidden or encrypted files.
- Must have search and filter capabilities to let you look for specific data (e.g., keywords, phrases, metadata
- Must generate detailed reports, including case logs, evidence summaries, and activity logs.
- Keeps track of which files were already viewed during the investigation
- Must allow multiple users to work on the same case simultaneously, ensuring collaborative investigations.
- Must ensure that the original evidence is not altered during analysis, protecting the integrity and authenticity of the data.
- Must support partition types: MBR, GPT (GUID partitioning), Apple, Windows dynamic disks (both MBR and GPT style), LVM2 (both MBR and GPT style), and unpartitioned
- Must be capable of remote analysis
- Must have a timeline analysis tool providing context for the investigation.
- Must process large amounts of data and ability to quickly search and index large sets of data

Product Name	Current License	Qty.
X-Ways Forensics (Perpetual)	804F – 5802	1
	804F - 5824	1

VIII. SCHEDULE OF REQUIREMENTS

The Supplier shall complete the supply, delivery, installation, and testing within thirty (30) calendar days from receipt and acceptance of the Notice to Proceed.

IX. MODE OF PROCUREMENT

The mode of procurement shall be competitive bidding following the ADB's Procurement Regulations for ADB Borrowers: Goods, Works, Non-consulting, and Consulting Services (2017, as amended from time to time).

X. WARRANTY AND PAYMENT SCHEME

In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of one (1) year, after acceptance by the Procuring Entity of the delivered supplies. The obligation for the warranty shall be covered by retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment. The said amounts shall only be released after the lapse of the warranty period: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

Payment shall be made on a **ONE TIME PAYMENT**. The PCC shall pay the supplier within fifteen (15) calendar days upon receipt of the original Invoice, supported by Inspection and Acceptance Report, Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.

XI. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once, the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity reserves the right to rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

XII. DISPUTE AGREEMENT / RESOLUTION

Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts if competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendments and additional terms and conditions of the Contract must be in writing, signed and acknowledged by the Parties.

XIII. BANK'S ANTICORRUPTION POLICY; STANDARDS OF CONDUCT

Anticorruption Policy

The anticorruption policy of the ADB requires that borrowers (including beneficiaries of ADB-financed activity), as well as service providers under ADB-financed contracts, observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

  (i) A "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.

  (ii) A "fraudulent practice" means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

  (iii) A "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.

(iv) A “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.

(vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(vii) “Obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; (e) materially impending the Bank’s contractual rights of audit or access to information; and

(viii) Integrity violation is any act which violates ADB’s Anticorruption Policy, including items (i) to (vii) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standards.

(b) will reject a proposal for an award if it determines that the learning service provider recommended for the award has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate[1] in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(e) will have the right to require that a provision be included in request for proposals and in Contracts financed by ADB, requiring service providers to

[1] Whether as a Consultant, Sub-Consultant or Key Expert; or in any other capacity specified in the Contract

permit ADB or its representative to inspect their accounts and records and other documents relating to the Financial and Technical Proposals and contract performance and to have them audited by auditors appointed by ADB.

Standards of Conduct

The service provider shall ensure that its employees, Experts, and Sub-Consultants observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The learning service provider shall take appropriate action against any employees, Expert, or Sub-Consultants, including suspension or termination of employment, contract, or sub-contract, if any form of unethical or inappropriate behavior is identified.

The service provider shall conduct training programs for its employees, Experts and Sub-Consultants to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The learning service provider shall keep an up to date record of its employees and Sub-Consultants who have attended and completed such training programs and provide such records to the PCC or ADB at their first written request.

The following definitions shall apply in these Standards of Conduct:

(a) “Bullying” is a form of harassment consisting of repeated or persistent aggression or other malicious behavior in any form by one or more persons, which has the effect of humiliating, belittling, offending, intimidating, or discriminating against another person. It may include persistent, unwarranted, or unconstructive criticism, personal abuse and/or ridicule, either in public or private, which humiliates or demeans the individual targeted, gradually eroding or intending to erode the person’s self-confidence. Appropriately conveyed criticism, disapproval, negative performance assessment, and similar appraisal, by themselves do not constitute bullying or harassment.

(b) “Discrimination” is the inappropriate differentiation between individuals or groups. Such discrimination includes differentiation based on characteristics such as race, color, nationality, national, social or ethnic origin, religion or similar belief, language, political or other opinion or affiliation, gender, gender identity, sexual orientation, family or civil status, health status, size, or physical ability.

(c) “Harassment” is any unwarranted or unwelcome behavior, whether verbal, psychological, or physical, that interferes with work or creates an intimidating, hostile or offensive work environment. Harassment includes, but is not limited to, bullying and sexual harassment.

(d) “Integrity” means a firm adherence to ADB’s Anticorruption Policy (1998, as amended to date), the Integrity Principles and Guidelines (2015, as amended from time to time), and to the highest ethical standards.

(e) “Misconduct” is behavior, or an act or omission, which is unacceptable or improper, contrary to the principles or rules of ADB, or is illegal or unethical. Misconduct may not necessarily be intentional and can arise from neglect, recklessness or mismanagement. Misconduct includes, but is not limited to, (i) the failure to observe these standards or other rules, regulations, guidelines, or procedures; or (ii) conduct, actions, or omissions, within and outside ADB, that risk discrediting or disgracing ADB, bringing ADB into disrepute, or could undermine the integrity of ADB’s policies, processes, or procedures.

(f) “Respect” refers to interacting with all others in the work environment in a professional, positive, and inclusive manner, regardless of hierarchical role or rank. This includes treating others with due consideration, courtesy, dignity, and open-mindedness, as well as working without prejudice or bias toward individuals or institutions that have different characteristics, backgrounds, and viewpoints.

(g) “Retaliation” is any detrimental act, direct or indirect, recommended, threatened, or taken against anyone who has raised or is considering raising a complaint of misconduct whether formally as whistleblower or witness or person associated with a whistleblower or witness or otherwise, in a manner material to the complaint because of a report of or cooperation with an ADB investigation into any form of (alleged) misconduct. Retaliation can include, but is not limited to, harassment, discriminatory treatment, assignment of work outside the corresponding job description, withdrawal of work assignments contained in the job description, inappropriate performance appraisals or salary adjustments, or the withholding of an entitlement.

(h) “Sexual Harassment” is any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature that results in physical, sexual, or psychological harm or suffering to another person, or which is made or suggested to be a condition of employment, promotion, or other personnel action or creates an intimidating, hostile, or offensive environment.