

**REQUEST FOR PROPOSAL**

**Procurement of Subscription of Computer Forensic (Cloning and Imaging) Software for the Philippine Competition Commission**

P.R. No./Date Received: **2023-10-0198 / 11 October 2023**

RFQ/P No. / Date: **2023-10-0190 / 18 October 2023**

The Philippine Competition Commission invites all eligible and PhilGEPS-registered suppliers, contractors and consultants to quote the best offer for the described item in the attached **Detailed Technical Specifications** subject to the Terms and Conditions and within the **Approved Budget for the Contract**.

**Required Documents/Information to be submitted as Attachments to the Quotation/Proposal:**

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual
- PhilGEPS Registration Number
- Omnibus Sworn Statement (To be issued prior to issuance of Award)
- Signed Detailed Technical Specifications
- Signed Request for Proposal

This pro-forma quotation maybe submitted through **registered** or **electronic mail** to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to [procurementunit@phcc.gov.ph](mailto:procurementunit@phcc.gov.ph) or (assigned PBAC Sec email [arrebanaal@phcc.gov.ph](mailto:arrebanaal@phcc.gov.ph)) on or before **27 October 2023, 12:00 PM** subject to the following **Terms and Conditions**:

1. All entries shall be typed or written in a clear legible manner.
2. No alternate quotation/offer is allowed, suppliers who submitted more than one quotation shall be automatically disqualified.
3. All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document. Alternative bids shall be rejected.
4. Price quotations to be denominated in Philippine Peso shall include all applicable government taxes subject to (BIR 2306) 5% R-VAT and (BIR 2307) 1% (PO) or 2% (JO) deductions.
5. PCC PBAC Technical Working Group may require you to submit documents that will prove your legal, financial and technical capability to undertake this contract.
6. Salient provisions of the IRR of RA 9184: Section 68 - Liquidated Damages and Section 69 - Imposition of Administrative Penalties shall be observed.
7. PCC reserves the right to reject any and all quotations, declare a failure, or not award the contract pursuant to Sec 41 of the same IRR.
8. In case of tie quotations, suppliers' presence are required during tie breaking through draw lots or toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Detailed Technical Specifications**.
- 10 Please note that the award of the procurement is on a **per lot basis**.

Very truly yours,

  
**ATTY. JOSEPH MELVIN B. BASAS**  
PBAC Chairperson

Item	Unit	QTY	ABC		Project Title	Unit Cost (PhP)	Total Amount (PhP)
			Unit Cost	Total		(To be filled out by the supplier)	
1	Lot	1	₱ 180,000.00	₱ 180,000.00	Procurement of Subscription of Computer Forensic (Cloning and Imaging) Software for the Philippine Competition Commission		
<i>(Please see attached Detailed Technical Specifications)</i>							
<b>Total Lot ABC</b>				<b>₱ 180,000.00</b>	<b>TOTAL Amount (Per Lot):</b>		
<b>Delivery Instructions:</b>					<i>(Please see attached Detailed Technical Specifications)</i>		

*(Please provide **complete** information below)*

We undertake, if our Proposal is accepted, to supply/deliver the goods in accordance with the specifications and/or delivery schedule.

We agree to abide by this proposal for the price validity period specified in the terms and conditions and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase/Job Order or a Contract is prepared and executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Signature over Printed Name : \_\_\_\_\_

Designation/Position : \_\_\_\_\_

Name of Company : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone / Fax : \_\_\_\_\_

E-mail Address : \_\_\_\_\_

Company Tax Identification Number : \_\_\_\_\_



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## DETAILED TECHNICAL SPECIFICATIONS

### Procurement of Subscription of Computer Forensic (Cloning and Imaging) Software for the Philippine Competition Commission

#### I. RATIONALE:

The Philippine Competition Commission (PCC or the Commission), through the Information and Communications Technology Division (ICTD), develops, updates, maintains and implements the PCC Information Systems Strategic Plan, builds mechanisms for data collection management, follows strict legal compliance on accessibility and privacy issues associated with IT, and establishes organization-wide awareness of information security and risk-management policies.

#### II. OBJECTIVES:

1. To be able to effectively support PCC offices with backup and data recovery services.
2. To support the PCC in the conduct of Administrative Search and Inspection with the use of software for digital investigation, electronic discovery, and forensic data acquisition.
3. To acquire, process, analyze and store any electronically stored information and any digital related materials in any format that can be part of the investigation conducted by the PCC and may be used as evidence.
4. To supplement ICTD's digital forensic capability to be able to effectively support CEO in gathering and analyzing electronic evidence during the conduct of dawn raids/inspection of premises.

#### III. SCOPE OF WORK:

- Subscription period for twelve (12) months.
- Submission of manufacturer's catalog/ product data/ administration guide.
- Provide basic introductory training on the operation of the software.
- Provide all materials, equipment and peripherals, and other works (to include those not mentioned in this Detailed Technical Specifications but is needed in the completion of the Project).
- 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;
- Service Level Agreement
  - Provide a single point of contact for technical and customer support, either phone or electronic mail;
  - Provide 8X7 (8:00 AM – 5:00 PM, Mondays – Sundays) call and email technical support including weekends and holidays. For problem reported after 4:00 PM, services shall be rendered in the morning of the following business day.

#### **IV. INFORMATION SECURITY AND NON – DISCLOSURE AGREEMENT**

To ensure protection of PCC information assets, bidders are expected to observe and abide by the established PCC Information Security Management System (PCC ISMS) and shall agree to sign a non-disclosure agreement.

All data, documents, records, configuration files and metadata (collectively “Information”) to be provided to the bidders for the purpose of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Service Providers shall acknowledge the importance of maintaining security and confidentiality of the Information and agree to prevent unauthorized transfer, disclosure, or use of this Information by any third person or entity. Bidders shall not use the Information for any purpose other than in connection with the Services. Bidders shall ensure that it will not retain, after completion of the Services with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

#### **V. APPROVED BUDGET FOR THE CONTRACT (ABC)**

The ABC for the project is **ONE HUNDRED EIGHTY THOUSAND PESOS ONLY (180,000.00)**, 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.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

#### **VI. QUALIFICATION OF THE SUPPLIER**

The Supplier must be duly registered in the Philippine Government Electronic Procurement System and has a valid Mayor’s/Business Permit to be eligible to submit bids.

Similarly, the Supplier shall have the following minimum qualifications:

- a. Shall be an established IT company with at least three (3) years’ experience in installing and configuring forensic equipment, security software, subscription and peripherals.
- b. Shall submit certification of authorized distributorship / dealership / resellership from the distributor / manufacturer of the product/s offered.
- c. Shall 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, with similar contracts. Similar contracts shall refer to forensic software, security software, subscription and peripherals.

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

#### **VII. TECHNICAL SPECIFICATIONS:**

The Supplier shall meet the minimum and/or equivalent functional requirements, technical specifications, features, characteristics and numbers:

- Subscription period of twelve (12) months.
- Software must include cloning and imaging features
- Must have the following software capabilities:
  - Must be able to forensically examine and image most modern devices running Windows, MacOS, and Linux via a bootable version or without the disassembly of computers.
  - Must have a Graphical User Interface (GUI) for operation, configuration, user administration, user rights etc.
  - Must be able to support remote operation via network or VPN (Virtual Private Network).
  - Must support data acquisition modes (Cloning, DD, E01, L01 etc.) and hashing (MD5, SHA-256, SHA-512 etc.) methods.
  - Must be able to restore image to a destination drive to create a bootable clone of the original drive.
  - Must support various sanitation modes including DOD Clear and Sanitation modes, NIST800-88 Clear and Purge.
  - Must support image/clone output modes (Single Drive Image, Single Drive Clone, Image and Clone).
  - Must be compatible with x86 and x64 processor architecture or equivalent.
  - Supports high-speed imaging up to 50GB per minute.

#### **VIII. SCHEDULE OF REQUIREMENTS:**

The Supplier shall complete the installation and provisioning within fifteen (15) calendar days from receipt and acceptance of the Job Order (Contract).

#### **IX. MODE OF PROCUREMENT:**

The mode of procurement shall be Negotiated Procurement – Small Value Procurement, provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

#### **X. PAYMENT SCHEME:**

Payment shall be **ONE TIME PAYMENT**. The PCC shall pay the Supplier within fifteen (15) working days upon receipt of the originally 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.

#### **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 PCC 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 PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

**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 of 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 End-user and the Supplier (“Parties”).

Prepared by:



**SAMUELLE DAVID S. ONCHENGCO**  
Information Systems Analyst I

Approved by:



**ALLAN ROY D. MORDENO, CISM**  
Chief, ICT Division

Noted by:



**JESON Q. DE LA TORRE**  
Director IV, Administrative Office

**Conforme:**

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**Name and Signature of Authorized Representative**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Date**