
INVITATION TO BID FOR

PROVISION OF CELLEBRITE LICENSE SUBSCRIPTION FOR THE PHILIPPINE COMPETITION COMMISSION

1. The *Philippine Competition Commission (PCC)*, through the *F.Y. 2024 General Appropriations Act (GAA)*, intends to apply the sum of **One Million Two Hundred Thousand Pesos (PhP1,200,000.00)** being the ABC to payments under the contract for the *Provision of Cellebrite License Subscription for the Philippine Competition Commission* under *Invitation to Bid (IB) No. 2024-04-0052*. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The *PCC* now invites bids for the above Procurement Project. Delivery of the Goods is required upon receipt of the Notice to Proceed. Bidders should have completed a contract similar to the Project within five (5) years from the date of submission and receipt of bids. 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 *PCC* and inspect the Bidding Documents at the address given below during ***office hours from 8:00 A.M. to 5:00 P.M. (Monday through Friday)***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***10 April 2024*** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the amount of ***Two Thousand Pesos (PhP2,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The **PCC** will hold a Pre-Bid Conference on **18 April 2024, 2:00PM** at the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.
7. Bids must be duly received by the PBAC Secretariat through **IB No. 2024-04-0052** on **30 April 2024, 12:00NN** at **25^F Vertis North Corporate Center 1, North Avenue, Quezon City** or via e-bid submission through this link: <https://pccgov.sharepoint.com/sites/E-BIDSubmission>. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **30 April 2024, 2:00PM** at the given address below or through Microsoft Teams Teleconference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bids submitted through online submission must be put in a compressed/zip folder. The compressed folders and the files in it must be **both password-protected**. Kindly refer to the Guidelines on PCC E-Bid Submission uploaded under the E-Bid System window of the PCC website. In case of tie, bidders' presence is required during tie breaking through toss coin or draw lots.
11. The **PCC** 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:

THE SECRETARIAT

Bids and Awards Committee

Philippine Competition Commission

25F Tower 1, Vertis North Corporate Center,

North Avenue, Quezon City

Telephone No.: (02) 771-9722 local 204

e-mail: procurement@phcc.gov.ph or epsioson@phcc.gov.ph

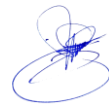
13. You may visit the following websites:

For downloading of Bidding Documents:

<https://www.phcc.gov.ph/procurement/request-for-quotation-expression-of-interest-invitation-to-bid/>

For online bid submission: <https://pccgov.sharepoint.com/sites/E-BIDSubmission>

10 April 2024



DIR. JESON Q. DE LA TORRE
Chairperson, PCC Bids and Awards Committee

DETAILED TECHNICAL SPECIFICATIONS

Provision of Cellebrite License Subscription for the Philippine Competition Commission

I. RATIONALE:

Section 12(g) of the Philippine Competition Act (“PCA”) empowers the Philippine Competition Commission (“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 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 forensics will allow the PCC to access and process data from 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.

To efficiently carry out its tasks, the PCC needs to renew its Mobile Forensic Software Subscriptions.

II. OBJECTIVE

1. To support PCC’s requirements on mobile forensic solution to be used in the conduct of Administrative Search and Inspection.
2. To continuously strengthen the Competition Enforcement Office’s (CEO) investigative workflow using mobile forensic technology.
3. To supplement the Information and Communication Technology Division’s (ICTDs) 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:

1. Supply and deliver mobile forensic licenses for various Cellebrite products.
2. Provide up-to-date knowledge transfer on the operation of the software.
3. 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.

IV. INFORMATION SECURITY AND NON-DISCLOSURE AGREEMENT

To ensure protection of PCC assets, supplier/s 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 Supplier/s for purposes of delivering the Services are considered confidential information and shall remain the sole property of PCC. The Supplier/s 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. Supplier/s shall not use the Information for any purpose other than in connection with the Services. Supplier/s 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.

Upon completion of the supply, delivery, configuration and testing, any and all Information shall be deleted by PCC. The Supplier/s shall not keep any copy of the Information in either digital or physical format, including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like.

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **One Million Two Hundred Thousand Pesos Only (1,200,000.00)** 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. 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, with similar

contracts. Similar contracts shall refer to of IT forensic equipment, security software and hardware, subscription, and peripherals.

VII. TECHNICAL SPECIFICATIONS

- Subscription period for Twelve (12) Months.

Product Code	Product Name	Serial Number	Qty.
B-CNR-05-003	Upgrade to InsEYets Online Pro	1999285481	1
S-UFD-20-003	InsEYets Pro UFED Subscription		1
S-UFD-20-006	InsEYets Pro PA Subscription		1
F-UFD-06-005	InsEYets upgrade kit		1
S-AIS-20-001	InsEYets Online Limited Unlocks subscription		15

VIII. SCHEDULE OF REQUIREMENTS

Must complete the installation and provisioning within thirty (30) calendar days from receipt of Notice to Proceed (NTP).

IX. MODE OF PROCUREMENT

The mode of procurement shall be Public Bidding provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184

X. PAYMENT SCHEME

Payment shall be made on a **ONE TIME PAYMENT**. The PCC shall pay the supplier within fifteen (15) 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 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 Parties.

Prepared by:



SAMUELLE DAVID S. ONCHENGCO
Information Systems Analyst I

Reviewed by:



ALLAN ROY D. MORDENO, CISM
Chief, ICT Division

Noted by:



JESON Q. DE LA TORRE
Director IV, Administrative Office

<p>Conforme:</p> <p>_____</p> <p>Name and Signature of Authorized Representative</p> <p>_____</p> <p>Designation</p> <p>_____</p> <p>Name of Company</p> <p>_____</p> <p>Date</p>
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