



REQUEST FOR QUOTATION

HIGHLY TECHNICAL CONSULTANT ON DIGITAL INVESTIGATIONS AND FORENSICS (APP Item No. 2024-0052)

22 May 2024

DEXTER D. LAGGUI

Unit 903 National Life Insurance Bldg.
6762 Ayala Ave., Legaspi Village, Makati City
drex@laggui.com

Dear Mr. Laggui:

The National Privacy Commission intends to procure the **HIGHLY TECHNICAL CONSULTANT ON DIGITAL INVESTIGATIONS AND FORENSICS (APP Item No. 2024-0052)** for the period of Six (6) Months. As such, we would like to request your quotation for the said engagement, the details of which are discussed in the attached Terms of Reference.

A Highly Technical Consultant must also submit the following requirements:

1. BIR Certificate of Registration¹;
2. Professional License/s and Curriculum Vitae;
3. PhilGEPS Registration Number;
4. Signed and Notarized Updated Personal Data Sheet (PDS); and
5. Manifestation of compliance to the attached terms of reference.

Please submit your quotation together with the required documents on or before **05:00 P.M., 28 May 2024** via e-mail to bacsecretariat@privacy.gov.ph or via mail or courier in a sealed envelope to:

BIDS AND AWARDS COMMITTEE
5th Floor, Ang Kiukok Hall,
PICC Delegation Building, PICC Complex,
Roxas Boulevard Manila 1307

Sincerely,

Digitally signed by
Mendoza Ma.
Josefina Eusebio

ATTY. MA. JOSEFINA E. MENDOZA
BAC Secretariat Head
National Privacy Commission

¹ For Individuals engaged under Sec. 53.6, 53.7 and 53.9 of the IRR of RA No. 9184, only the BIR Certificate of Registration shall be submitted in lieu of DTI Registration and Mayor's Permit, Annex H of the 2016 Revised IRR of RA No. 9184.

**TERMS OF REFERENCE
HIGHLY TECHNICAL CONSULTANT ON DIGITAL INVESTIGATIONS AND
FORENSICS**

Item	Unit	Qty	Description/Specifications	Approved Budget of the Contract (Php 600,000.00)		Compliance (Manifest your compliance by writing "COMPLY" in every item)
				Unit Price	Total	
1	Job	1	<ul style="list-style-type: none"> • Please refer to the "Terms of Reference" for: 			
			1. Scope of Services <i>"See attached Terms of Reference for the description"</i>			
			2. Qualification of Consultant <i>"See attached Terms of Reference for the description"</i>			
			3. Contract Duration <i>6 months which shall commence from the receipt of the Notice to Proceed by the Consultant</i>			
			4. Confidentiality <i>"See attached Terms of Reference for the description"</i>			
			5. Payment and Delivery <i>"See attached Terms of Reference for the description"</i>			
TOTAL						

Instruction to bidders (as applicable):

- I. All prices shall be VAT inclusive.
- II. Compliance must be stated by **writing "COMPLY" in EVERY requirement** mentioned above, failure to do so shall be a ground for disqualification.
- III. Present the original BIR Certificate of Registration and submit Certified True Copy of the eligibility documents and signed Quotation upon the schedule signing of Notice to Award for inspection and verification.
- IV. Acknowledgement of the Notice of Award shall be within five business (5) days from its issuance.
- V. Delivery shall be made to NPC, 5th Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307.

CONFORME:

(Name of Supplier/Provider/Date)

BY: _____
(Name/Position/Signature of Representative/Date)



TERMS OF REFERENCE

HIGHLY TECHNICAL CONSULTANT ON DIGITAL INVESTIGATIONS AND FORENSICS (APP Item No. 2024-0052)

I. BACKGROUND

The National Privacy Commission (NPC), which was created by virtue of the Data Privacy Act of 2012 (DPA), is charged with the administration and implementation of the provisions of the DPA. It has the clear and notable mandate to be the country's privacy watchdog. The daunting and challenging role is outlined in its operational goals to ensure that the data subject's' RIGHTS ARE PROMOTED and PROTECTED, and to do the RIGHT THINGS RIGHT.

The Complaints and Investigation Division (CID) has several processes which include submission of fact-finding reports on *Sua sponte* investigations, data breach investigations, online lending application - related investigations, quick response inquiries, and development of digital forensics capabilities. With the numerous incoming data privacy concerns adding to the current active cases compounding insufficiency of manpower, the CID needs a Highly Technical Consultant (HTC) on Digital Investigations and Forensics with adequate ground experience and expertise, while lending knowledge and skill to CID and its complement, such as but not limited to: develop strategies, techniques and industrial standards as it relates information technology, forensic investigations and cybersecurity; determine gaps, improve and enhance the current processes; provide mentorship impart, cultivate and improve upon existing skillsets of CID personnel; identify the appropriate and most effective tools and skills required to intensify the team's performance in relation to the processes mentioned; and craft documents relative to the CID operations and processes for the development of manuals, policies, standard procedures, guidelines, etc.

II. OBJECTIVES

As the Commission's investigative arm and to maintain a competent, efficient, and knowledgeable personnel complement that is abreast on the current trends in information technology, digital forensic investigations, and industry standards, and in line with the Commission's Vision and Mission, the CID requires the engagement of one (1) Subject Matter Expert (SME) or Highly Technical Consultant (HTC), who shall render services in support of the division's performance goals, to wit:

1. Assess current operations or business processes in the field of investigation, forensics, and reporting;

2. Impart invaluable knowledge, skills, learnings, as well as provide mentorship to CID personnel to improve the latter's skillset in handling, collection, and preservation of digital evidence, sound investigation, and reporting;
3. Recommend appropriate tools and capacity building to improve performance; and
4. Provide or recommend best practice solutions for the full utilization of the digital forensic facility.
5. Facilitate and coordinate with the CICC on possible trainings, joint investigations, and/or any possible collaborative efforts.

III.SCOPE OF SERVICES

1. Provide assessment review report on current IT-related investigation processes, procedures, and forms including the tools/software/applications of CID's existing Digital Forensic laboratory, as well as providing appropriate recommendations for the enhancement and improvement in relation thereto within a period of one (1) month from the hiring date;
2. Provide training to CID Personnel and other IT personnel to equip them with sufficient knowledge and skills needed to acquire certifications or accreditations in the IT Cybersecurity field and Forensics during the contract duration;
3. Provide a report recommending the purchase of equipment, software, applications that are appropriate and necessary for the enhancement and improvement of the Forensic Laboratory;
4. Develop and propose definitive and concise Skill roadmap for the CID employees;
5. Facilitate in strengthening the relations and collaborative efforts between the NPC and CICC pursuant to any agreement or understanding between said agencies.

IV.QUALIFICATIONS OF CONSULTANT

The consultant (individual or firm) shall have the following qualification:

Number of vacancies	:	One (1) position
Status of Engagement	:	Highly Technical Consultant
Qualifications	:	Education
		Must have a relevant degree in Information Technology, Computer Science, or any related degree
		Certifications
		Must have a certification on at least two (2) of the following: - CISSP - CISO

		<ul style="list-style-type: none"> - CISM - CASP+ - OSCP - CCSP - CISA - CEH - CHFI
	Work Experience	Must have previous experience as consultant capacity related to Information Security or Cybersecurity field, on either private or government sector

The Consultant must also have the following additional qualifications:

- Registration with PhilGEPS;
- Certificate of BIR Registration in lieu of Mayor’s Permit;
- Professional License/ Curriculum Vitae (Consulting Service);
- Knowledge on Data Privacy Act of 2012, Cybercrime Prevention Act of 2012, Anti-Wiretapping Act of 1965, and Philippine Rules of Court on Electronic Evidence.
- Knowledge on the following:
 - Forensics Analysis
 - Smartphone Forensics
 - Network Forensics
 - Incident Handling

V.CONTRACT DURATION

The engagement shall be for a period of six (6) months, which shall commence from the receipt of Notice to Proceed.

VI.CONFIDENTIALITY

The Parties acknowledge that the existence and the terms of this Agreement and, except for the information that: (a) is or will be in the public domain (other than through the receiving Party’s unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

The Consultant shall be bound by confidentiality.

Any information, oral, written, or otherwise recorded in any form, exchanged between the Consultant, the CID, or the Commission in relation to or connected to the performance of contractual obligations are regarded as confidential information. Provided that the Consultant shall not disclose any relevant confidential information to any third parties of materials and information the former may have received during the engagement. Provided further that the obligation of confidentiality shall survive the extinguishment of the contract.

Any unauthorized use, processing, or disclosure of confidential information shall hold the Consultant liable under the provisions of the contract and applicable and existing laws, rules and regulations. He shall not in any way reveal, publish, or report such confidential information to a third-party. A third-party shall mean to be any person not a party to the contract or engagement.

The foregoing provisions shall also apply to the Consultant's employees, staff, complement, or personnel.

VII. PAYMENT AND DELIVERY

Payment shall be made every month for One Hundred Thousand Pesos (Php100,000.00) for the duration of a six (6) months contract upon submission of the accomplishment report by the Highly Technical Consultant and acceptance output by the Chief of the Complaints and Investigation Division (as the representative of the End-user).

Proposed Timeline	Output
First month	<ol style="list-style-type: none">1. Report on the review of processes, procedure forms, of the current IT-related and forensic investigation as well as evaluation on the tools used in the Forensic Laboratory together with appropriate recommendations2. Training on Technical Writing which must include Training Outline and Objective, Schedule, and Attendance3. Report on the facilitation and collaborative efforts between the NPC and the CICC pursuant to any agreement or understanding between said agencies
Second month	<ol style="list-style-type: none">1. Training on Evidence Handling procedure, Incident Response, and Threat Modeling which must include Training Outline and Objective, Schedule, and Attendance

	<ol style="list-style-type: none"> 2. Report on the facilitation and collaborative efforts between the NPC and the CICC pursuant to any agreement or understanding between said agencies
Third month	<ol style="list-style-type: none"> 1. Two (2) Technical reports on assigned cases with recommendation and evaluation 2. Training on the use of Kali Linux Operating System and tools which must include Training Outline and Objective, Schedule, and Attendance 3. Report on the facilitation and collaborative efforts between the NPC and the CICC pursuant to any agreement or understanding between said agencies
Fourth month	<ol style="list-style-type: none"> 1. Two (2) Technical reports on assigned cases with recommendation and evaluation 2. Training on Log Analysis and generation which must include Training Outline and Objective, Schedule, and Attendance 3. Report on the facilitation and collaborative efforts between the NPC and the CICC pursuant to any agreement or understanding between said agencies
Fifth month	<ol style="list-style-type: none"> 1. Two (2) Technical reports on assigned cases with recommendation and evaluation 2. Training on the use of Open-Source tools for investigation and analysis which must include Training Outline and Objective, Schedule, and Attendance 3. Report on the facilitation and collaborative efforts between the NPC and the CICC pursuant to any agreement or understanding between said agencies
Sixth month	<ol style="list-style-type: none"> 1. Report on the proposed procurement/development of the

	<p>Forensic Laboratory and skills roadmap of the CID personnel (IT and Legal)</p> <p>2. Final report on the facilitation and collaborative efforts between the NPC and CICC pursuant to any agreement or understanding between said agencies with recommendation for improvement and/or future collaborative efforts</p>
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Indicative delivery dates may be adjusted upon request from and approval of NPC. However, the contract shall be completed on or before 30 November 2024.

VIII. MODE AND NATURE OF PROCUREMENT

This shall be procurement of Consulting Services.

The mode of procurement shall be:

1. *Alternative Mode through Negotiated Procurement –*
 - a. *Highly Technical Consultant*

IX. FUND SOURCE AND APPROVED BUDGET FOR THE CONTRACT (ABC)

Source of Fund : FY 2024 General Appropriations
NPC Annual Procurement Plan FY 2024
(APP Item No. 2024-0052)

Approved Budget for the Contract : The ABC is Six Hundred Thousand Pesos Only (Php 600,000.00) inclusive of all taxes, duties, fees, levies, and other charges imposed under applicable laws.

Prepared by:



Digitally signed by
Canlas Walden
Federick Ramoneda

WALDEN FEDERICK CANLAS
Information Technology Officer II, CID

Recommending Approval:



Digitally signed by
Santos Michael
Reyes

ATTY. MICHAEL R. SANTOS
Chief, CID

Approved by:



Digitally signed by
Patula Maria Theresita
Elnar

ATTY. MARIA THERESITA E. PATULA

Director IV, LEO