



NEGOTIATED PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL

BAC4IGOV-2015-11-061 (NEGO)

**Approved Budget for the Contract:
PhP10,320,436.00**

**Department of Science and Technology
INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE
BIDS AND AWARDS COMMITTEE
FOR INTEGRATED GOVERNMENT PHILIPPINES
(BAC4IGOV)**

November 2015



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Section I. Invitation for Negotiation

Invitation for Negotiated Procurement

Two Failed Competitive Public Biddings

Supply, Delivery and Installation of Source Code Analysis Tool

Bid Reference No.: BAC4IGOV-2015-11-061 (NEGO)

In view of the two (2) failed biddings, the Information Communication and Technology Office (ICTO) through Bids and Awards Committee for iGovPhil (Integrated Government Philippines Project) invite suppliers to participate in the negotiation for the Project, **"Supply, Delivery and Installation of Source Code Analysis Tool"** in accordance with Section 53.1 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act".

The Approved Budget for the Contract as well as the Cost of Bidding Documents is hereunder specified:

Details	Approved Budget for the Contract (PhP)	Cost of Negotiation Documents (PhP)
Supply, Delivery and Installation of Source Code Analysis Tool	10,320,436.00	10,000.00

The schedule of bidding activities are herein stated below:

Activities	Schedule	Venue
Posting of Request for Quotation	November 28, 2015	BAC4IGOV Secretariat Room 106 No. 106, Ground Floor, ICT Building, Carlos P. Garcia Avenue, Diliman, Quezon City
Issuance and Availability of Request for Quotation	Starting November 28, 2015	

Submission of Eligibility, Technical Components and Financial Documents	December 7, 2015 12 Noon	ICT Office Lobby Ground Floor ICT Office Building Carlos P. Garcia Avenue Diliman, Quezon City
Opening of Proposal/Offer and Negotiation	December 7, 2015 4 P.M.	Room 305, ICT Building Carlos P. Garcia Avenue Diliman, Quezon City

Invited Suppliers shall be issued a Negotiation Documents upon presentation of the Letter of Invitation.

Other interested suppliers may acquire Negotiation Documents upon payment of a non-refundable fee as stated above through the Bids and Awards Committee for Integrated Government Philippines (BAC4IGOV) Secretariat at 2nd Floor, ICT Building, Carlos P. Garcia Avenue, Diliman, Quezon City from 9:00 AM to 5:00 PM, Mondays to Fridays, except Holidays. Payment may be made over the counter through the ICT Office Cashier.

ICTO reserves the right to accept or reject any or all bid proposals, to annul the procurement process at any time prior to contract award, without thereby incurring any liability to the affected Supplier or Suppliers.

For further information, please refer to:

Secretariat
Bids and Awards Committee for iGovPhil (BAC4iGov)
2nd floor, ICTO Building, C. P. Garcia Avenue, Diliman, Quezon City, Metro Manila
Telephone No.: 920-7420 or 920-0101 loc. 2631/2632
Fax No.: 920-7447
Email: bac4igov@icto.dost.gov.ph
Web: www.icto.dost.gov.ph or www.i.gov.ph

(SGD) **DENIS F. VILLORENTE**
Chairman, BAC4iGov



Section II.

Instruction to Invited Suppliers (IIS) / Proposal Data Sheet (PDS)

A. GENERAL

A.1 Scope of Proposal

The Bids and Awards Committee for iGovPhil Project (BAC4IGOV) wishes to receive Proposal for the **Supply, Delivery and Installation of Source Code Analysis Tool**

A.2 Source of Funds

The **Information and Communications Technology Office (ICT Office)** intends to apply the sum of **Ten Million Three Hundred Twenty Thousand Four Hundred Thirty Six (P10,320,436.00)** from the **2014 eGovernment (eGov) Fund** being the Approved Budget for the Contract (ABC) for the **Supply, Delivery and Installation of Source Code Analysis Tool**

B. PREPARATION OF DOCUMENTS FOR NEGOTIATION.

B.1 Each supplier shall submit the following in One (1) big envelope duly labeled containing two sets of envelopes:

- First Envelope must contain three (3) copies of Eligibility and Technical documents duly marked as "Original Copy", "Duplicate Copy" and "Triplicate Copy".
- Second Envelope must contain three (3) copies of Financial Documents duly marked as "Original Copy", "Duplicate Copy" and "Triplicate Copy".

All envelopes and folders must be labeled as follows:

TO :	THE BAC4IGOV INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE
FROM :	_____ <i>(Name of Supplier in Capital Letters)</i>
ADDRESS:	_____ <i>(Address of Supplier in Capital Letters)</i>
PROJECT :	SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL
BID REF NO :	BAC4IGOV-2015-11-061 (NEGO)
(In Capital Letters, Indicate the Phrase): "DO NOT OPEN BEFORE: DECEMBER 7, 2015; 4PM"	

B.2. Documents Comprising the Proposal: Eligibility and Technical Components

The **FIRST ENVELOPE** shall contain the following eligibility and technical documents:

(a) **Eligibility Documents –**

The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the bidder.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the bidder.

Class "A" Documents:

- (i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;

- (ii) Business/Mayor's permit for 2015 issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Valid and current Tax Clearance issued by the Collection Enforcement Division of the Bureau of Internal Revenue Head Office per EO#398 dated January 12, 2005;
- (iv) Statement of all its Ongoing Contracts (including awarded contract/s not yet started, if any) within the last three (3) Years, (Annex I);
- (v) Statement of Completed Single Largest Contract of Similar Nature within the last five (5) years from the date of submission and receipt of bids equivalent to at least fifty percent (50%) of the ABC of the project. **(Annex I-A)**;
- (vi) Copy of each of the 2014 Annual Income Tax Return submitted through BIR's Electronic Filing and Payment System (EFPS) together with the following Audited Financial Statements for 2014 and 2013 (in comparative form or in separate report):
 - a) Independent Auditor's Report
 - b) Balance Sheet (Statement of Financial Position)
 - c) Income Statement (Statement of Comprehensive Income)Each of the above statements must have the stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, certified true copy/signed by Supplier's authorized representative.
- (vii) Duly signed Net Financial Contracting Capacity Computation (NFCC) per **Annex II**
The invited supplier must show the NFCC computation using the formula per Annex II which must at least be equal to the total ABC of this project.

Class "B" Document:

- (viii) If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the proposal is successful. **(Annex III)**

In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the Supplier of the notice from the BAC4IGOV that the Supplier is the Lowest Calculated and Responsive Proposal {Sec 37.1.4 a) (i)}

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/ specify the company /partner and the name of officer designated as authorized representative of the joint venture.

- (ix) Each partner of a joint venture agreement shall likewise submit the above stated Items (i) and (ii). Submission of Items (iii) to (vi) by any of the joint venture partners constitutes compliance.

(b) **Technical Documents –**

- (i) Duly signed and completed Technical Proposal Form. Supplier must use, accomplish and submit the Technical Proposal Form hereto attached as **Annex IV**.

- (ii) Proof of Authority of the Bidder's authorized representative/s:

a) FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):

Duly notarized Special Power of Attorney

b) FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:

Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s.

IN THE CASE OF UNINCORPORATED JOINT VENTURE:

Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.

- (iii) Omnibus Sworn Statements using the form prescribed (**Annex V**)
- a) Authority of the designated representative
 - b) Non-inclusion in blacklist or under suspension status
 - c) Authenticity of Submitted Documents

- d) Authority to validate Submitted Documents
- e) Disclosure of Relations
- f) Compliance with existing labor laws and standards
- g) Suppliers Responsibilities (Clause 6, ITB/BDS)

B.3. Documents Comprising the Proposal: Financial Component

The **SECOND ENVELOPE** shall contain the following financial components, duly filled up and signed:

- **Annex VI** Financial Proposal Form
- **Annex VI-A** Detailed Financial Proposal Form
- **Annex VII-A** For Goods Offered From Abroad or
- **Annex VII-B** For Goods Offered From Within the Philippines

The total ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.

If the Supplier claims preference as a Domestic Supplier or Domestic Entity, a certification from the DTI, SEC, or CDA to be enclosed pursuant to the Revised IRR of RA 9184.

C. REQUEST FOR CLARIFICATION

Suppliers may request for clarifications on any part of this Negotiation Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the following address before the deadline for the submission and receipt of negotiation proposal:

DENIS F. VILLORENTE

Deputy Executive Director for eGovernment
Chair, BAC4IGOV
Information and Communications Technology Office
Carlos P. Garcia Avenue, UP Diliman, Quezon City
Tel. No. 920-7420 or 920-0101 local 2631
Fax. No. 920-7447
Email: bac4igov@icto.dost.gov.ph
Web: icto.dost.gov.ph and i.gov.ph

D. SUBMISSION AND OPENING OF PROPOSALS FOR NEGOTIATION

The place of negotiation is at the **3/F Room 305, Information and Communications Technology Office Building, UP Diliman, Carlos P. Garcia, Quezon City** and the time of submission is on **December 7, 2015, 12 PM and opening is at 4PM.**

The Negotiation shall be conducted into two phases:

Phase I

The BAC4IGOV shall open the first proposal envelope of Invited Suppliers in public to determine each Supplier's compliance with Eligibility and Technical Components. For this purpose, BAC4IGOV shall check the submitted documents of each supplier against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a supplier submits the required document, it shall be rated "passed" for that particular requirement. In this regard, proposals that fail to include any requirement or are incomplete or patently insufficient shall be considered "failed". Otherwise, the BAC4IGOV shall rate the said first proposal envelope as "passed".

Immediately after determining compliance with the requirements in the first envelope, the BAC4IGOV shall forthwith open the second proposal envelope of each remaining eligible supplier whose first proposal envelope was rated "passed". The second envelope of each complying supplier shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular proposal is missing, incomplete or patently insufficient, and/or if the submitted total proposal price exceeds the ABC, the BAC4IGOV shall rate the proposal concerned as "failed".

Phase II

Following completion of the first phase, BAC4IGOV shall request supplier declared/evaluated as Lowest or Single Calculated Proposal to submit for the Second Phase, their best and final offer with respect to all aspects of their proposals.

E. POST QUALIFICATION

Within a non-extendible period of three (3) calendar days from receipt by the supplier of the Notice from the BAC4IGOV that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:

1. Present original copy and submit copy of the following:
 - a) Latest Income Tax Returns per Revenue Regulations 3-2005 Tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission; (including VAT Returns and its corresponding proof of payment)
 - b) Valid and current Certificate of PhilGEPS Registration
2. Present copy of the following:
 - a) PO's or Contracts for all Ongoing Contracts and Official Receipts (ORs) or Certificates of End User's Acceptance for the Completed Contracts as listed per submitted **Annex I-A**.
 - b) Brochure (original or internet download) / Technical Data Sheet or equivalent document

*Note: If in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country, and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.
 - c) Valid and Current Certificate of Distributorship / Dealership / Resellership of the product being offered, issued by the principal or manufacturer of the product (if Bidder is not the manufacturer). If not directly issued by the manufacturer to the supplier, must also submit/include CTC of valid and current Certificate of Distributorship/Dealership/Resellership that will link supplier to the manufacturer.

- d) Certificate of Performance Evaluation (**Annex IX**) showing a rating of at least **Very Satisfactory** issued by the Bidder's Single Largest Completed Contract Client stated in the submitted Annex I-A.
- e) List of authorized Support Centers for in the Philippines (with available spare parts, indicating address, telephone & fax number/s, e-mail address & contact person). In the event of closure of business, termination of franchise / support center, the supplier shall notify the ICT Office accordingly of the new support centers with telephone numbers and address who can provide the needed parts, supplies and support;

In Case of Joint Venture between local companies, partners must present/submit Items 1.a, 1.b. Item 1.a is not applicable to foreign partner.

1. Submit original copy of /the following:
 - a) Company Profile (**Annex IX**). Company printed brochure may be included.
(Note: Applicable to both partners, *in case of Joint Venture*);
 - b) Vicinity / Location Map
2. Present original copy of the following:
 - a) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, or from the Department of Trade and Industry (DTI) for sole proprietorship, or from the Cooperative Development Authority (CDA) for cooperatives;
 - b) Business/Mayor's Permit for year 2015, issued by the city or municipality where the principal place of business of the prospective bidder is located;
 - c) Valid and current Tax Clearance issued by the Collection and Enforcement Division of the Bureau of Internal Revenue Head Office per EO# 398 dated January 12, 2005;
 - d) Official Receipts (ORs) or Certificate of End User's Acceptance Statement relative to submitted **Annex I-A** (Statement of Completed Single Largest Contract of Similar Nature within the last five (5) years from the date of submission and receipt of bids;



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- e) Certificate of Performance Evaluation showing a rating of at least Very Satisfactory issued by bidder's Single Largest Completed Contract Client (as submitted for the bid opening).



Section III. General Condition of Contract

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The "Funding Source" means the organization named in the **SCC**.
- (k) "The Project Site," where applicable, means the place or places named in the **SCC**.

- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the Suppliers, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Suppliers (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) "collusive practices" means a scheme or arrangement between two or more Suppliers, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
 - (b) will reject a proposal for award if it determines that the Supplier recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any

additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
 - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt

of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Supplier shall furnish the performance security in any the forms prescribed in the **ITB Clause Error! Reference source not found.**
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Supplier is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- (b) The Supplier has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the **SCC**.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specification; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and

Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or

from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's

time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, 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 (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity 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 the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum merit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.;
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

- (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.



Section IV. Special Conditions of Contract (SCC)

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE (ICT Office) .
1.1(i)	Authorized Philippine Suppliers / Distributors / Dealers for the Supply, Delivery and Installation of Source Code Analysis Tool
1.1(j)	The Funding Source is from the Government of the Philippines (GOP) through the Integrated Government Philippines (iGovPhil) Project of the 2014 eGovernment Fund in the amount of Pesos: Ten Million Three Hundred Twenty Thousand Four Hundred Thirty Six. P10,320,436.00
1.1(k)	The Project Site is at: Information and Communications Technology Office (ICT Office), ICTO Building, Carlos P. Garcia Avenue, UP Diliman, Quezon City.
5.1	The Procuring Entity's addressee, address and contact person for Notices is: DENIS F. VILLORENTE Chairman, BAC4IGOV Information and Communications Technology Office ICT Building, Carlos P. Garcia Avenue, UP Diliman, Quezon City Contact Person: ROSA PILIPINAS M. MENDOZA Head, ICT Office – BAC4IGOV Secretariat Information and Communications Technology Office Carlos P. Garcia Avenue, UP Diliman, Quezon City Tel. No. 920-7420 or 920-0101 local 2631 Fax. No. 920-7447 Email: bac4igov@icto.dost.gov.ph Web: icto.dost.gov.ph and i.gov.ph
6.2	Delivery and Documents – For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

For Goods Supplied from Abroad:

The delivery terms applicable to the Contract are DDP delivered Project Site. In accordance with INCOTERMS.”

For Goods Supplied from Within the Philippines:

The delivery terms applicable to this Contract are delivered Project Site. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier’s factory inspection report;
- (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed

by the Procuring Entity's representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Property Officer.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in **Schedule of Requirements: Items with check mark are required.**

- √ performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- √ furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- √ furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- √ performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- √ training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: Items with check mark are required.

such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

in the event of termination of production of the spare

parts:

- i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
- ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in **Schedule of Requirements** and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of three (3) years.

Other spare parts and components shall be supplied as promptly as possible, but in any case within one (1) month of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be

	<p>considered <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	No further instructions.
13.4(c)	No further instructions.
16.1	Refer to ICT Office Terms of Reference attached as Annex V-A.
17.3	<p>In order to assure that the manufacturing defects shall be corrected by the supplier, the warranty period for the project "Supply, Delivery and Installation of Source Code Analysis Tool" is three (3) years maintenance and support.</p> <p>The warranty shall cover full replacement of defective items, free of charge, including labor, spare parts and materials.</p> <p>The obligation for the warranty for each item being bid shall be covered either of the following:</p> <ul style="list-style-type: none"> • Retention Money equivalent to 10% of the total contract or • Special Bank Guarantee equivalent to 10% of the total contract <p>A retention of ten percent (10%) of the total price will be withheld during the warranty period. However, retention money can be released provided a Special Guarantee or Standby LC issued by a local commercial bank equivalent to the 10% retention money is submitted.</p>
17.4	The period for correction of defects in the warranty period is within fifteen (15) calendar days after receipt of Notice of Defects.
21.1	No additional provision, however, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



Section V. Schedule of Requirements



SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL

BAC4IGOV-2015-11-061 (NEGO)

Schedule of Requirements

The delivery shall be completed **within Thirty (30) calendar days** from the issuance of **Notice to Proceed**.

Description	Qty	ICT Office ABC	Delivered, Weeks/Months
Supply, Delivery and Installation of Source Code Analysis Tool	1 Lot	P10,320,436.00	Within thirty (30) calendar days from issuance of Notice to Proceed

I hereby commit to comply and deliver all the above requirements in accordance with the above-stated schedule.

Name of Company

Signature Over Printed Name
Of Authorized Representative

Date



Section VI. Technical Specifications

Technical Specifications

INSTRUCTION TO THE SUPPLIER: Indicate "COMPLY" per line number under **Supplier's Statement of Compliance** if Supplier can meet the technical specifications and project requirements. **DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED"**.

Supply, Delivery and Installation of Source Code Analysis Tool

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
	Quantity: One (1) Lot	
	1. Complete Enterprise Suite 1.1. This includes: Server Software; Scanning Engine Software; Scanners; Reviewers; and IDE Plugins	
	1.2. Software licenses for the operating system and database application	
	2. Support, Warranty and Subscriptions	
	2.1. Three (3) years support, maintenance warranty and software subscription for upgrades	
	3. Server Host Requirements	
	3.1. Must run in a Windows 2012 environment with IIS 8.0	
	3.2. Must be compatible with .NET framework 3.5.SP1 or above	
	3.3. Must be able to scan 4M lines of codes using a minimum hardware configuration of	
	3.3.1. 3-core 2.3 Ghz processor with 24GB of RAM and 250GB of disk space	
	4. Features	
	4.1. Static Code Analysis	
	4.1.1. Delivers security and the requirement of incorporating security into the software development lifecycle (SDLC)	

	4.1.2. Able to store all code properties in an open and query-able database.																											
	4.2. Supported Languages																											
	4.2.1. The tool should be able to:																											
	4.2.1.1. Support the following coding languages: Java, C# / .NET, PHP, C, C++, Visual Basic 6.0, VB.NET, Flash, APEX, Ruby, Javascript, ASP, Perl, Android, Objective C, PL/SQL, HTML5																											
	4.2.1.2. Support the following development environments, languages, and frameworks:																											
	<table border="1"> <thead> <tr> <th rowspan="2">Dev Environment</th> <th colspan="2">Languages</th> <th rowspan="2">Frameworks</th> </tr> <tr> <th>Primary</th> <th>Secondary</th> </tr> </thead> <tbody> <tr> <td>Java</td> <td>Java J2SE J2EE</td> <td>JSP JavaScript VBScript PL\SQL HTML5</td> <td>Struts Spring MVC 2.5 iBatis 2.3. GWT Hibernate OWASP ESAPI</td> </tr> <tr> <td>Net</td> <td>C# VB. Net</td> <td>ASP.NET JavaScript VBScript PL\SQL HTML5</td> <td>Enterprise Libraries Telerik Component Art Infragistics Far Point iBatis 2.3. Hibernate. Net Entity framework up to 4.3.1</td> </tr> <tr> <td>ASP</td> <td>ASP</td> <td>JavaScript VBScript PL\SQL HTML5</td> <td></td> </tr> <tr> <td>VB</td> <td>VB6</td> <td></td> <td></td> </tr> <tr> <td>C/C++</td> <td>C\C++</td> <td></td> <td>MISRA</td> </tr> </tbody> </table>	Dev Environment	Languages		Frameworks	Primary	Secondary	Java	Java J2SE J2EE	JSP JavaScript VBScript PL\SQL HTML5	Struts Spring MVC 2.5 iBatis 2.3. GWT Hibernate OWASP ESAPI	Net	C# VB. Net	ASP.NET JavaScript VBScript PL\SQL HTML5	Enterprise Libraries Telerik Component Art Infragistics Far Point iBatis 2.3. Hibernate. Net Entity framework up to 4.3.1	ASP	ASP	JavaScript VBScript PL\SQL HTML5		VB	VB6			C/C++	C\C++		MISRA	
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C/C++	C\C++		MISRA																									

	PHP	PHP		Zend 1.1 Kohana 3.0 CakePHP Sysfony Smarty OWASP ESAPI	
	SalesForce	Apex	Visual Force		
	Ruby	Ruby		Ruby on Rails	
	JavaScript	JavaScript		JQuery	
	VBScript				
	Perl	Perl 5.005 – 5.14			
	Android	Java			
	iOS	Objective C		IOS mobile applications	
	HTML5				
	PL\SQL				
	4.3. Support for All Major Standards				
	4.3.1. Support all OWASP Top 10 and SANS standards out of the box.				
	4.3.2. Enables limitless coverage of the software vulnerability spectrum.				
	4.4. Application Security Testing				
	4.4.1. Creates a persistent database that stores all scans' results and enables intelligent, repeatable, risk exploration queries				
	4.5. System Architecture				
	4.5.1. The overall source code analysis tool suite must support a centralized architecture where all server components are installed on the same host, or a distributed architecture, where any of the components are installed on dedicated hosts.				
	4.5.2. The scanning engine software must be able to handle 100K lines of code per hour.				



	4.5.3. Communications between the server components and client software must via HTTP/HTTPS.	
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Name of Company

Signature Over Printed Name
Of Authorized Representative

Date

Annex I

(Bidder's Company Letterhead)

SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL

BAC4IGOV-2015-11-061 (NEGO)

STATEMENT OF ALL ONGOING CONTRACTS WITHIN THE LAST THREE (3) YEARS

All On-Going Contracts (including contract/s awarded but not yet started, if any)

Name of Client	Name of the Contract	Date and Status of the Contract	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Purchase Order Number/s or Date of Award or Date Notice to Proceed

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Annex I-A

(Bidder's Company Letterhead)

SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL

BAC4IGOV-2015-11-061 (NEGO)

STATEMENT OF SINGLE (1) LARGEST COMPLETED CONTRACT OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS AMOUNTING TO AT LEAST FIFTY PERCENT (50%) OF THE APPROVED BUDGET OF THE CONTRACT (ABC)

Name of Client	Name of Contract	Date of the Contract	Kinds of Goods	Value of Contracts	Date of Completion	Official Receipt No. & Date <u>OR</u> End User's Acceptance Date

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Annex II

(Bidder's Company Letterhead)

SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL

BAC4IGOV-2015-11-061 (NEGO)

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos _____ (P_____)** which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed as follows:

NFCC = [(Current Assets minus Current Liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

$$NFCC = (CA-CL) (K) - C$$

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

Issued this _____ day of _____, 2015.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Notes:

1. The values of the Supplier's current assets and current liabilities be based on the data submitted to BIR through its Electronic Filing and Payment System.
2. Value of all outstanding or uncompleted contracts refers those listed in Annex-I.
3. The detailed computation using the required formula must be shown as provided above.
4. The NFCC computation must at least be equal to the ABC of the project.



Annex III
(page 1 of 2)

(Bidder's Company Letterhead)

SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL

BAC4IGOV-2015-11-061 (NEGO)

PROTOCOL / UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL / UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, _____, representative herein by _____, _____, hereinafter referred to as "_____";

-and-

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, _____, representative herein by _____, _____, hereinafter referred to as "_____";

-and-

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, _____, representative herein by _____, _____, hereinafter referred to as "_____"; (hereinafter referred to collectively as "Parties")

For submission to the **Bids and Awards Committee for the Integrated Government Philippines Project (BAC4IGOV)** of the **Information and Communications Technology Office**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a Joint Venture in the public bidding that will be conducted by **the Information and Communications Technology Office**, pursuant Republic Act (R.A.) 9184 and its Implementing Rules and Regulations, with the following particulars:

Bid Reference No.	BAC4IGOV-2015-11-061 (NEGO)
Name/Title of Procurement Project	Supply, Delivery and Installation of Source Code Analysis Tool
Approved Budget for the Contract	PhP10,320,436.00



Annex III (page 2 of 2)

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to the joint cooperation for this bid project, in the event that their bid successful, furnishing the **ICTO BAC4IGOV** copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC4IGOV that our bid has the lowest calculated bid or highest rated responsive bid (as the case may be).

For the purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

CERTIFIED CORRECT:	CERTIFIED CORRECT:
<hr/> Authorized Representative of the JV Partner: (Per attached Secretary's Certificate) <hr/>	<hr/> Authorized Representative of the JV Partner: (Per attached Secretary's Certificate) <hr/>
<hr/> Name <hr/>	<hr/> Name <hr/>
<hr/> Designation <hr/>	<hr/> Designation <hr/>

Furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by ICT Office of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by ICT Office under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of ICT Office.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date fist above-written.

Supplier's Representative/Authorized Signature

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines, affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued at _____ at _____, Philippines.

Doc No. _____
Page No. _____
Book No. _____
Series of _____

Annex IV
(page 1 of 5)

<p>PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.</p> <p>INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE</p> <p>SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL</p> <p>BAC4IGOV-2015-11-061 (NEGO)</p> <p>TECHNICAL PROPOSAL FORM</p>		
<p>INSTRUCTION TO THE SUPPLIER: Indicate "COMPLY" (per line number) under Supplier's Statement of Compliance if Supplier can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".</p>		
Line No.:	Project Requirements	Supplier's Statement of Compliance
1	<p>ICT Office Technical Specifications for the Supply, Delivery and Installation of Source Code Analysis Tool</p>	
2	<p>Brand and Model No.:</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>BIDDER'S UNDERTAKING</p> <p>I/We, the undersigned Supplier, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, this Bid is binding on us.</p>		
<p>Name of Company (in print)</p>		
<p>Signature of Company Authorized Representative</p>		
<p>Name and Designation (in print)</p>		
<p>Date</p>		

Annex IV
(page 2 of 5)

<p>PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.</p> <p>INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE</p> <p>SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL</p> <p>BAC4IGOV-22015-11-061 (NEGO)</p> <p>TECHNICAL PROPOSAL FORM</p>		
<p>INSTRUCTION TO THE SUPPLIER: Indicate "COMPLY" (per line number) under Supplier's Statement of Compliance if Supplier can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".</p>		
Line No.:	Other Requirements	Supplier's Statement of Compliance
3	Supplier has no overdue deliveries or unperformed services intended for the ICT Office	
4	Supplier did not participate as consultant in the preparation of the design or technical specifications of the GOODS as subject of the bid	
<p style="text-align: center;">BIDDER'S UNDERTAKING</p> <p>I/We, the undersigned Supplier, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, this Bid is binding on us.</p>		
Name of Company (in print)		
Signature of Company Authorized Representative		
Name and Designation (in print)		
Date		

Annex IV
(page 3 of 5)

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.		
INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE		
SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL		
BAC4IGOV-2015-11-061 (NEGO)		
TECHNICAL PROPOSAL FORM		
INSTRUCTION TO THE SUPPLIER: Indicate " COMPLY " (per line number) under Supplier's Statement of Compliance if Supplier can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".		
Line No.:	Project Requirements If Awarded the Contract	Supplier's Statement of Compliance
5	Delivery Place and Distribution ICT Office Building, Carlos P. Garcia Avenue, UP Diliman, Quezon City	
6	Delivery and Installation Period Within thirty (30) calendar days from the issuance of Notice to Proceed	
BIDDER'S UNDERTAKING		
I/We, the undersigned Supplier, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.		
I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.		
Until a formal contract is prepared and signed, this Bid is binding on us.		
Name of Company (in print)		
Signature of Company Authorized Representative		
Name and Designation (in print)		
Date		

Annex IV
(page 4 of 5)

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.		
INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE		
SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL		
BAC4IGOV-2015-11-061 (NEGO)		
TECHNICAL PROPOSAL FORM		
INSTRUCTION TO THE SUPPLIER: Indicate "COMPLY" (per line number) under Supplier's Statement of Compliance if Supplier can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".		
Line No.:	Project Requirements If Awarded the Contract	Supplier's Statement of Compliance
7	Operations and Maintenance Manual To submit Operation and Maintenance Manual upon completion of the project (in CD and hard copy).	
8	Replacement of Defective Items Replacement of defective items delivered within fifteen (15) calendar days from receipt of Notice of Defects from ICT Office. Service unit must be provided while awaiting replacement.	
<p align="center">BIDDER'S UNDERTAKING</p> <p>I/We, the undersigned Supplier, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, this Bid is binding on us.</p>		
Name of Company (in print)		
Signature of Company Authorized Representative		
Name and Designation (in print)		
Date		

Annex IV
(page 5 of 5)

<p>PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.</p> <p>INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE</p> <p>SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL</p> <p>BAC4IGOV-2015-11-061 (NEGO)</p> <p>TECHNICAL PROPOSAL FORM</p>		
<p>INSTRUCTION TO THE SUPPLIER: Indicate "COMPLY" (per line number) under Supplier's Statement of Compliance if Supplier can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".</p>		
Line No.:	Project Requirements If Awarded the Contract	Supplier's Statement of Compliance
9	<p>Warranty</p> <p>Warranty Certificate issued in favor of ICT Office. Three (3) years support, maintenance warranty and software subscription for upgrades</p>	
<p>BIDDER'S UNDERTAKING</p> <p>I/We, the undersigned Supplier, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, this Bid is binding on us.</p>		
<p>Name of Company (in print)</p>		
<p>Signature of Company Authorized Representative</p>		
<p>Name and Designation (in print)</p>		
<p>Date</p>		



Annex V

(Bidder's Company Letterhead)

SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL

BAC4IGOV-2015-11-061 (NEGO)

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

A F F I D A V I T

I/We, _____, of legal age, with residence at _____, after having duly sworn in accordance with law and in compliance with the bidding requirements as contained in the Instructions to Suppliers/Bid Data Sheet for the bidding do hereby certify under oath as follows:

(a)

AUTHORITY OF THE DESIGNATED REPRESENTATIVE

(Please check appropriate box and full up blanks)

SOLE PROPRIETORSHIP

That I am the sole proprietor of <Company Name/Name of Supplier> with business address at _____; Telephone No. _____, with Fax No. _____ and e-mail address _____ and as such, I have the full power and authority to do, execute, and perform any and all acts necessary to represent it in the negotiation.

Name: _____

Title: _____

Specimen Signature: _____

OR

That I am the <Company Name/Name of Supplier> with business address at _____; Telephone No. _____, with Fax No. _____ and e-mail address _____ and as such, I have the full power and authority to do, execute, and perform any and all acts necessary to represent it in the negotiation.

Name: _____

Title: _____

Specimen Signature: _____

Note: Please attach a Special Power of Attorney, if not the Sole Proprietor/Owner.

CORPORATION, PARTNERSHIP, COOPERATIVE

That I/We am/are the duly representative/s of <Company Name>, located at _____; Telephone No. _____, with Fax No. _____ and e-mail address _____; as shown in the attached Secretary's Certificate issued by the corporation or the members of the joint venture, and granted full power and authority to execute and perform any and all acts necessary and/or to represent our company in the abovementioned negotiations, including signing all negotiation documents and other related documents such as the contracts:

1. Name: _____
Title: _____
Specimen Signature: _____
2. Name: _____
Title: _____
Specimen Signature: _____

Note: Please attach duly executed Secretary's Certificate.

(b)

NON-INCLUSION IN THE BLACKLIST NOR UNDER SUSPENSION STATUS BY ANY AGENCY OR GOVERNMENT INSTRUMENTALITY

That the firm I/We represent is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, Foreign Government/Foreign or International Institution whose blacklisting rules been recognized by the Government Procuring Policy Board;

(c)

AUTHENTICITY OF SUBMITTED DOCUMENTS

That each of the documents submitted by our company by our company in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

(d)

AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

The undersigned duly authorized representative of the Applicant, for and in behalf of the Applicant hereby submits this Letter of Authorization in relation with Application to apply for Eligibility and to Bid for the subject contract to be bid.

In the connection thereat, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairman, ICT Office Bids and Awards Committee for Integrated Government Philippines Project (BAC4IGOV) or his duly authorized representative/s any information necessary to verify the correctness and authenticity of any item stated in the said document and statements or regarding our competence and general reputation.

I/We hereby give consent and give authority to the Chairman of **ICT Office Bids and Awards Committee for Integrated Government Philippines Project (BAC4IGOV)** on his duly authorized

representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein; and that I/we hereby hold myself liable, criminally or civilly, for any misrepresentation or false statements made therein which shall be ground for outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future biddings of **Information and Communications Technology Office.**

(e)

DISCLOSURE OF RELATIONS

That for and in behalf of the Supplier, I/We hereby declare that:

if the Supplier is an individual or a sole proprietorship, to the Supplier himself;

if the Supplier is a partnership or cooperative, to all its officers and members;

if the Supplier is a corporation or joint venture, to all its officers, directors, and controlling stockholders;

Are not related by consanguinity or affinity up to the third civil degree with **the Executive Director, Officers or Employees** having direct access to information that may substantially affect the result of the bidding such as, but not limited to, the members of the BAC4IGOV, the **members of the TWG of BAC4IGOV, the ICT Office BAC4IGOV Secretariat and ICT Office.** It is fully understood that the existence of the aforesaid relation by consanguinity or affinity of the Supplier with the aforementioned Officers of the Corporation shall automatically disqualify the Bid.

(f)

COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS

That our company diligently abides and complies with existing labor laws and standards

(g)

SUPPLIER'S RESPONSIBILITIES

1. That I/we have taken steps to carefully examine all of the Bidding Documents;
2. That I/We acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
3. That I/We made an estimate of the facilities available and needed for the contract to be bid, if any;
4. That I/We will inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
5. That the submission of all bidding requirements shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
6. That I have complied with our responsibility as provided for in the bidding documents and all Supplemental / Bid Bulletins;
7. That failure to observe any of the above responsibilities shall be at my own risk; and
8. That I agree to be bound by the terms and conditions stated in the Conditions of the Contract for this project.



(h)
DID NOT PAY ANY FORM OF CONSIDERATION

That our company did not give or pay directly or indirectly any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Supplier's Representative/Authorized Signatory

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules of Notarial Practice _____ issued _____ at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Annex VI

<p>PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.</p> <p>INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE</p> <p>FINANCIAL BID FORM</p> <p>(PRICES MUST BE INCLUSIVE OF VAT)</p> <p>SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL</p> <p>BAC4IGOV-2015-11-061 (NEGO)</p>			
Description	Qty	ABC (₱) Total Price	Financial Bid (₱) Total Price
Supply, Delivery and Installation of Source Code Analysis Tool	1 Lot	10,320,436.00	
TOTAL BID PRICE (Amount in Words):			
<hr/> <hr/> <hr/>			
Notes:			
<ul style="list-style-type: none"> The financial bid is inclusive of all taxes, duties, transportation costs, delivery charges and all costs relative to the project requirements including installation, testing, commissioning and training. The Supplier shall assume all risks until the goods have been delivered at the site and accepted by ICT Office Do not leave any blanks. Indicate "n/a" if not bidding for a particular lot. 			
BIDDER'S UNDERTAKING			
<p>I/We, the undersigned Supplier, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, this Bid is binding on us.</p>			
Name of Company (in print)			
Signature of Company Authorized Representative			
Name and Designation (in print)			
Date			

Annex VI-A

(page 1/9) INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE

**DETAILED FINANCIAL BREAKDOWN
(QUOTED PRICE MUST BE INCLUSIVE OF VAT)**

SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL

Bid Ref No. BAC4IGOV 2015-11-061 (NEGO)

INSTRUCTION:

- **The Sum of the Detailed Financial Breakdown must be equal to the Financial Bid per Annex VII.**
- **Do not leave any blanks. Indicate "0" if the item is being offered for free.**

ITEM	Qty	Unit Cost	Total Cost per Item
Complete Enterprise Suite	1		
First year of support, warranty and subscription	1		
Second year of support, warranty and subscription	1		
Third year of support, warranty and subscription	1		
Training	1		

TOTAL

Amount in Words: _____

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the bidding documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date



(Bidder's Company Letterhead)

Annex VII-B

SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL

Bid Ref No. BAC4IGOV 2015-11-061 (NEGO)

For Goods Offered From Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

CERTIFIED CORRECT:

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date



Section VIII. Post Qualification Document

Annex VIII



(Bidder's Company Letterhead)

SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL

Bid Ref No. BAC4IGOV 2015-11-061 (NEGO)

COMPANY PROFILE

COMPANY NAME	:
ADDRESS	:
HEAD OFFICE	:
BRANCH	:
TELEPHONE NUMBER/S	:
HEAD OFFICE	:
BRANCH	:
FAX NUMBER/S	:
HEAD OFFICE	:
BRANCH	:
E-MAIL ADDRESS/ES	:
NUMBER OF YEARS IN BUSINESS	:
NUMBER OF EMPLOYEES	:
LIST OF MAJOR STOCKHOLDERS	:
LIST OF BOARD DIRECTORS	:
LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)]	:

CERTIFIED CORRECT:

Name & Signature of Company Authorized Representative

Position

Date



Annex IX

(Bidder's Client's Company Letterhead)

SUPPLY, DELIVERY AND INSTALLATION OF SOURCE CODE ANALYSIS TOOL

BAC4IGOV-2015-11-061 (NEGO)

CERTIFICATE OF PERFORMANCE EVALUATION

[Rating of at least Very Satisfactory to be issued by the Supplier's Single Largest Completed Contract Client indicated in the submitted Annex I-A on the performance of the product supplied / delivered by the prospective Supplier]

This is to certify that (NAME OF SUPPLIER) has supplied our company/agency with (Name of Product/s) . Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give (NAME OF SUPPLIER) a rating of:

- EXCELLENT
- VERY SATISFACTORY
- SATISFACTORY
- POOR

This Certification shall form part of the Technical Documentary Requirements in line with (Name of Supplier) participation in the [project name] for the Information and Communications Technology Office.

Issued this _____ day of _____ 2015 in _____, Philippines.

Name of Company (Supplier's Client)

Full name of Authorized Representative

Address

Signature of Authorized Representative

Tel. No. / Fax

E-Mail Address



Section X. Reference Documents



Annex XI

Special Bank Guarantee or Irrevocable Standby Letter of Credit (For Retention Money, As Applicable)

To : _____
Date : _____

WHEREAS, _____ with principal offices located at _____ (hereinafter called "the Contractor/Supplier") has undertaken, in pursuance of _____ dated _____ to execute supply of _____ at _____.

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor/Supplier shall furnish you with a Special Bank Guarantee / Irrevocable Standby Letter of Credit (as applicable) by an authorized bank for the sum specified therein as security for compliance with their obligations in accordance to with the contract, including a warranty that the GOODS supplied are free from patent and latent defects and performance of corrective work for any manufacturing defects will be undertaken as required and that all the conditions imposed under the contract shall been fully met;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of **PhP** _____ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, **upon you first written demand and without cavil or argument, any sum or sums within the limits of PhP** _____ as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby further affirm that this bank guarantee/standby letter of credit (as applicable) is *irrevocable* and intended to answer for the performance of corrective work for any manufacturing defects, to warrant that the goods supplied are free from met by the Contractor/Supplier.

We hereby waive the necessity of your demanding that said debt from the Contractor/Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until _____ or a minimum of one (1) year, whichever comes later.

SIGNATURE AND SEAL OF GUARANTOR

NAME OF BANK

ADDRESS



Annex XII

Form of Performance Security (Bank Guarantee)

To : **Information and Communications Technology Office (ICT Office)
ICTO Building, C.P. Garcia Avenue, Diliman, Quezon City**

WHEREAS, *[insert name and address of Supplier]* (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. *[Insert number]* dated *[insert date]* to execute *[insert name of contract and brief description]* (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of *[insert amount of guarantee]*¹ proportions of currencies in which the Contract Price is payable, and we undertake to you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[insert amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF GUARANTOR

NAME OF BANK

ADDRESS

¹ An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.



Section X

Checklist of Requirements

ICT OFFICE BAC4IGOV CHECKLIST OF REQUIREMENTS FOR BIDDERS

Name of Company : _____
Name of Project : **Supply, Delivery and Installation of Source Code Analysis Tool**
Bid Ref No. : **BAC4IGOV-2015-11-061 (NEGO)**

APPROVED BUDGET FOR THE CONTRACT : PhP10,320,436.00

Ref. No.	Particulars	
ENVELOPE 1: ELIGIBILITY AND TECHNICAL DOCUMENTS		
ELIGIBILITY DOCUMENTS		
CLASS "A" DOCUMENTS		
12.1	(a.1.) ELIGIBILITY DOCUMENTS	
	i.	Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives
	ii.	Business/Mayor's permit for 2015 issued by the city or municipality where the principal place of business of the prospective Supplier is located
	iii.	Valid and Current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.
	iv.	Statement of all its Ongoing (including awarded contract/s not yet started, if any) within the last three (3) Years, (Annex I)
	v.	Statement of Completed Single Largest Contract from January 2010 up to the day before the deadline for the submission bids of similar in nature equivalent to at least fifty percent (50%) of the ABC. Annex I-A
	vi.	Copy of 2014 Annual Income Tax Return submitted through BIR's Electronic Filing and Payment System (EFPS) together with the following Audited Financial Statements for 2014 and 2013 (in comparative form or separate reports): <ul style="list-style-type: none"> a) Copy of Independent Auditor's Report; b) Balance Sheet (Statement of Financial Position); c) Income Statement (Statement of Comprehensive Income); Each of the above statements must have stamped " received " by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions
	vii.	Duly signed Net Financial Contracting Capacity Computation (NFCC) per Annex II , in accordance with ITB Clause 5.5 NFCC = [(Current Assets minus Current Liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid. Where: K: 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

	<p>Notes:</p> <ol style="list-style-type: none"> 1. The values of the Supplier's current assets and current liabilities shall be based on the data submitted to BIR through its Electronic Filing and Payment System. 2. Value of all outstanding or uncompleted contracts refers those listed in Annex-I. 3. The detailed computation using the required formula must be shown as provided above. 	
CLASS "B" DOCUMENTS (FOR JOINT VENTURE)		
	<p>i. For Joint Ventures, Supplier to submit either:</p> <ol style="list-style-type: none"> Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or Copy of Protocol / Undertaking of Agreement to Enter into Joint Venture signed by all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. (Annex III) <p><u>The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</u></p> <p>For Joint Venture, the following documents must likewise be submitted:</p> <p>For Joint Venture <u>Between Two (2) Local Companies</u>, each partner should submit:</p> <ol style="list-style-type: none"> Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives; Business/Mayor's permit for 2015 issued by the city or municipality where the principal place of business of the prospective Supplier is located; Valid and Current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR. 	
	<p>For item (iv) to (vii) of the required eligibility documents, submission by any of the Joint Venture partner constitutes compliance.</p>	
TECHNICAL DOCUMENTS		
12.1 (b)(i)	<p>Duly signed and completed Technical Proposal Form. Supplier must use, accomplish and submit the Technical Bid Form hereto attached as Annex IV.</p>	
12.1 (b)(viii)	<p>Proof of Authority of the Supplier's authorized representative/s:</p> <ol style="list-style-type: none"> FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Duly notarized Special Power of Attorney FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s. <p>IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</p>	

12.1 (b)(ix)	Omnibus Sworn Statements using the form prescribed. (Annex V)							
	a) Authority of the designated representative							
	b) Non-inclusion of blacklist or under suspension status							
	c) Authenticity of Submitted Documents							
	d) Authority to validate Submitted Documents							
	e) Disclosure of Relations							
	f) Compliance with existing labor laws and standards							
g) Did not pay any form of consideration								
Section V.	Statement of compliance with the Schedule of Requirements							
Section VI.	Statement of compliance with the Technical Specifications							
ENVELOPE 2: FINANCIAL DOCUMENTS								
13.1 (a)	Completed and signed Financial Bid Form. Supplier must use, accomplish and submit Financial Bid Form hereto attached Annex VI.							
	<table border="1"> <thead> <tr> <th>Description</th> <th>Qty</th> <th>ABC P (VAT Inclusive)</th> </tr> </thead> <tbody> <tr> <td>Supply, Delivery and Installation of Source Code Analysis Tool</td> <td>1 lot</td> <td>10,320,436.00</td> </tr> </tbody> </table>	Description	Qty	ABC P (VAT Inclusive)	Supply, Delivery and Installation of Source Code Analysis Tool	1 lot	10,320,436.00	
Description	Qty	ABC P (VAT Inclusive)						
Supply, Delivery and Installation of Source Code Analysis Tool	1 lot	10,320,436.00						
The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted. Further, the sum of bid for each item indicated in the Detailed Financial Breakdown per Annex VI-A must be equal to the signed and submitted Financial Bid Form per Annex VII.								
13.1 (a)	Financial Breakdown per Annex VI-A							
13.1 (b)	If the Supplier claims preference as a Domestic Supplier or Domestic Entity, a Certification from the DTI, SEC or CDA to be enclosed pursuant to the Revised IRR of R.A. 9184.							
15.4(a) (i) & 15.4(b) (ii)	Completed "For Goods Offered from Abroad" and/or "For Goods Offered From Within the Philippine" Forms per Annex VII-A and Annex VII-B, whichever is applicable.							
NOTE:	In case of inconsistency between the Checklist of Requirements for Suppliers and the provisions in the Instruction to Suppliers/Bid Data Sheet, the Instruction to Suppliers/Bid Data Sheet shall prevail							