AGREEMENT FOR THE LEASE PURCHASE OF AN APPLICATION DEVELOPMENT PLATFORM

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement for the Lease Purchase of an Application Development Platform, (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on _____ FEB 18 2014, 2013 between the:

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) Honorable RAFAEL E. SEGUIS,

and

E-COPY CORPORATION (hereinafter, the CONTRACTOR), is a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 65 Gil Puyat Avenue, Palanan, Makati City, represented by JULIAN EYMARD L. ALBIS, who is duly authorized to enter into this Agreement pursuant to the Secretary's Certificate dated 19 November 2013, a copy of which is attached as ANNEX A and made an integral part of this Agreement.

WITNESSETH:

WHEREAS the PROCURING ENTITY invited bids for the Lease Purchase of an Application Development Platform, and has accepted a bid by the CONTRACTOR for the supply of said goods and services in the sum of Four Million Nine Hundred Sixty-Four Thousand Four Hundred Forty-Two Pesos (Php 4,964,442.00) (hereinafter called the CONTRACT PRICE), inclusive of all taxes and other lawful charges.

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:
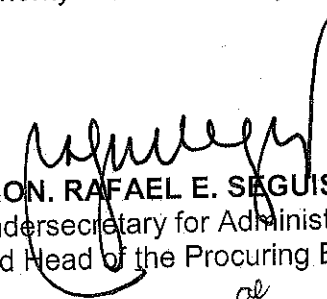
1. The definitions found in the General Conditions of Contract (GCC) and Special Conditions of Contract contained in the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.

2. The following documents are attached and made integral parts of this AGREEMENT:

    2.1   Bid Form and Price Schedule submitted by the Supplier (ANNEX B)
    2.2   Schedule of Requirements (ANNEX C)
    2.3   Technical Specifications (ANNEX D)
    2.4   General Conditions of Contract (ANNEX E)
    2.5   Special Conditions of Contract (ANNEX F)
    2.6   Supplemental Bid Bulletin No. 1 dated 13 November 2013 (ANNEX G)
    2.7   Supplemental Bid Bulletin No. 2 dated 19 November 2013 (ANNEX H)
    2.8   Notice of Award dated 20 December 2013. (ANNEX I)

3. The CONTRACTOR shall deliver the goods to the address specified in Section VI. Schedule of Requirements within one hundred twenty (120) calendar days from receipt of the Notice to Proceed. The CONTRACTOR guarantees the quality, genuineness and availability of all the materials and equipment to be supplied and delivered. The CONTRACTOR shall make good at its own expense and account, any defect or defects that may be discovered by the PROCURING ENTITY.

4. For and in consideration of the delivery of the goods and services, the PROCURING ENTITY shall pay the CONTRACTOR the CONTRACT PRICE. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC, which is attached and made an integral part of this Agreement (ANNEX E and ANNEX F).

IN WITNESS WHEREOF, the PARTIES through their authorized representatives hereto have SIGNED this AGREEMENT on __FEB 1 8 2014__, in Pasay City, Metro Manila.

For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS
By Authority of the Secretary of Foreign Affairs:

HON. RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of the Procuring Entity

For the Contractor

E-COPY CORPORATION

JULIAN EYMARD L. ALBIS
IT Solutions Head/
Authorized Representative

WITNESSES

Atty. Alvar E. Rosales
Acting Chief Accountant
Department of Foreign Affairs

KERBY CARSON REYES
E-Copy Corporation

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City **MANILA**) s.s.

MANILA

, .BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on **FEB 18 2014** personally appeared HONORABLE RAFAEL E. SEGUIS, Undersecretary for Administration of the Department of Foreign Affairs and MR. JULIAN EYMARD L. ALBIS, Authorized Representative of E-Copy Corporation, known to me to be the same persons who executed the foregoing Agreement for the Lease Purchase of an Application Development Platform, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
RAFAEL E. SEGUIS	Passport #00065751	Manila	5/11/2010
JULIAN EYMARD L. ALBIS	Passport # XX4522751	Manila	9/10/2009

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2014

ATTY. RONALD SEGUNDINO C. CHING
NOTARY PUBLIC CITY OF MANILA
ADMIN NO. 20__ - __ DEE 31 2014
ROLL __
IBP NO. 928__
PTR NO. MLA. 3__ 2014
AD-945 BEN__ ST. __ MANILA

AGREEMENT FOR THE LEASE PURCHASE OF AN APPLICATION DEVELOPMENT PLATFORM

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement for the Lease Purchase of an Application Development Platform, (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on _____, 2013 between the:

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and

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WITNESSETH:

WHEREAS the PROCURING ENTITY invited bids for the Lease Purchase of an Application Development Platform, and has accepted a bid by the CONTRACTOR for the supply of said goods and services in the sum of Four Million Nine Hundred Sixty-Four Thousand Four Hundred Forty-Two Pesos (Php 4,964,442.00) (hereinafter called the CONTRACT PRICE), inclusive of all taxes and other lawful charges.

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The definitions found in the General Conditions of Contract (GCC) and Special Conditions of Contract contained in the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.

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ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on _____ personally appeared HONORABLE RAFAEL E. SEGUIS, Undersecretary for Administration of the Department of Foreign Affairs and MR. JULIAN EYMARD L. ALBIS, Authorized Representative of E-Copy Corporation, known to me to be the same persons who executed the foregoing Agreement for the Lease Purchase of an Application Development Platform, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

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NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
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JULIAN EYMARD L. ALBIS	Passport # XX4512751	Manila	9/10/ 2009

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2014

ATTY. RONALD SEGUNDINO C. CHING
NOTARY PUBLIC CITY OF MANILA
ADMIN NO. 2013-_____ UNTIL DEC. 31 2014
ROLL NO. _____
IBP NO. 928_____
PTR NO. MLA. 3_____
AD-945 BENAVIDEZ ST. BINONDO MANILA
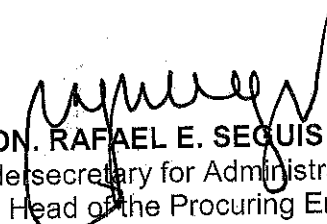
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For the Procuring Entity:

For the Contractor

DEPARTMENT OF FOREIGN AFFAIRS
By Authority of the Secretary of Foreign Affairs:

E-COPY CORPORATION

HON. RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of the Procuring Entity

JULIAN EYMARD L. ALBIS
IT Solutions Head/
Authorized Representative

WITNESSES

Atty. Alvar E. Rosales
Acting Chief Accountant
Department of Foreign Affairs

KERBY CARLSON REYES
E-Copy Corporation

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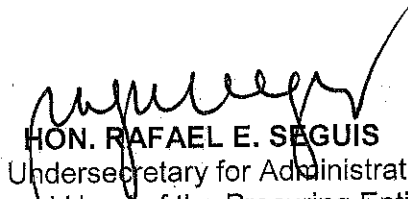
FEB 18 2014

For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS
By Authority of the Secretary of Foreign Affairs:

HON. RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of the Procuring Entity

For the Contractor

E-COPY CORPORATION

JULIAN EYMARD L. ALBIS
IT Solutions Head/
Authorized Representative

WITNESSES

Atty. Alvar E. Rosales
Acting Chief Accountant
Department of Foreign Affairs

KERBY CARLSON REYES
E-Copy Corporation

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the C MANILPasay, Philippines, on ___ FEB 18 2014 personally appeared HONORABLE RAFAEL E. SEGUIS, Undersecretary for Administration of the Department of Foreign Affairs and MR. JULIAN EYMARD L. ALBIS, Authorized Representative of E-Copy Corporation, known to me to be the same persons who executed the foregoing Agreement for the Lease Purchase of an Application Development Platform, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

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Doc. No. _____
Page No. _____
Book No. _____
Series of 2014

ATTY. RONALD SEGUNDINO C. CHING
NOTARY PUBLIC CITY OF MANILA
ADMIN NO. 2013- ... DEC 31 2014
ROLL ...
IBP NO. 9284 ...
PTR NO. ...
A ... MANILA

Department of Foreign Affairs

PB – 021 – 2013
Lease Purchase of an Application Development Platform
2330, Roxas Blvd., Pasay City, 1300, Philippines

Standard Form Number: SF-GOOD-36
Revised on: May 24, 2004

AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

I, <u>Gregorio C. Ty</u>, a duly elected and qualified Corporate Secretary of <u>E-copy Corporation</u>, a corporation duly organized and existing under and by virtue of the law of the Philippines, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on <u>November 08, 2013</u> at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that <u>any one of the following, namely</u> : **BONIFACIO C. TY,** President; **JULIAN EYMARD L. ALBIS,** IT Solutions Head, <u>Kerby Carlson L. Reyes, IT Support</u> be, as it hereby is, authorized to participate in the bidding of <u>Lease Purchase of an Application Development Platform(PB – 021 – 2013)</u> by the <u>Department of Foreign Affairs</u>; and that if awarded the project shall enter into a contract with the <u>Department of Foreign Affairs</u>; and in connection therewith hereby appoint any one of the above officers, acting as duly authorized and designated representatives of <u>E-Copy Corporation</u> are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent <u>E-Copy Corporation</u> in the bidding as fully and effectively as the <u>E-Copy Corporation</u> might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the <u>E-Copy Corporation</u> hereby authorizes its President to:

(1)   execute a waiver of jurisdiction whereby the <u>E-Copy Corporation</u> hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;

(2)   execute a waiver that the <u>E-Copy Corporation</u> shall not seek and obtain writ of injunctions or prohibition or restraining order against the <u>Department of Foreign</u> Affairs or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

NOV 1 9 2013

WITNESS the signature of the undersigned as such officer of the said <u>E-Copy Corporation</u> this _____.

GREGORIO C. TY
Corporate Secretary

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of NOV 1 9 2013, 20___ affiant exhibited to me <u>his Driver's License</u> No. H01-85-000368 issued by <u>Land Transportation Office</u>, at <u>Quezon City</u>, Philippines.

Notary Public
ARCHIBALD R. RELLOSA
Until December 20,16
PTR No. 31, 2013
PTR NO. Issued at: QUEZON CITY
IBP NO. Issued on: QUEZON CITY
TIN No. (2012-2013)
APPOINTMENT NO.
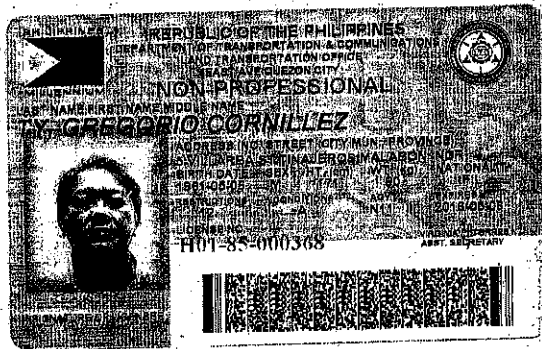ROLE EXEMPTION NO. 1-003093
ROLL NO. 4376

Doc. No. _418_
Page No. _84_
Book No. _III_
Series of _2013_

CERTIFIED TRUE COPY

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS
LAND TRANSPORTATION OFFICE
EAST AVE. QUEZON CITY

NON-PROFESSIONAL

LAST NAME, FIRST NAME, MIDDLE NAME
TY GREGORIO CORNILLEZ

N01-85-000368

I. RESTRICTIONS
1. MOTORCYCLES/MOTORIZED TRICYCLES
2. VEHICLE UP TO 4500 KGS G V W
3. VEHICLE ABOVE 4500 KGS G V W
4. AUTOMATIC CLUTCH UP TO 4500 G V W
5. AUTOMATIC CLUTCH ABOVE 4500 KGS G V W
6. ARTICULATED VEHICLE 1600 KGS G V W & BELOW
7. ARTICULATED VEHICLE 1601 UP TO 4500 KGS G V W
8. ARTICULATED VEHICLE 4501 KGS & ABOVE G V W

II. ORGAN DONATION:
I HEREBY DONATE ☐ ANY ORGAN
☐ SPECIFIC ORGAN _____
UPON MY DEATH
III. IN CASE OF EMERGENCY NOTIFY:
NAME:
ADDRESS:
TEL#:

CONDITIONS:

A. WEAR EYE GLASSES

B. DRIVE ONLY W/SPECIAL
   EQPT. FOR UPPER LIMBS

C. DRIVE ONLY W/SPECIAL
   EQPT. FOR LOWER LIMBS

D. DAYLIGHT DRIVING ONLY

E. ACCOMPANIED BY A
   PERSON W/NORMAL
   HEARING

BB6883446

Bid Form

To: The Department of Foreign Affairs
      DFA Building, 2330 Roxas Blvd., Pasay City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers 1 and 2, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *deliver the Lease Purchase of an Application Development Platform* in conformity with the said Bidding Documents for the sum of *Four Million Nine Hundred Sixty Four Thousand Four Hundred Forty Two Pesos* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period of 120 days specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
None	**None**	**None**

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.
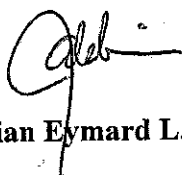
We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

CERTIFIED TRUE COPY
o-COPY CORPORATION

Dated this **25th** day of **November** 2013.

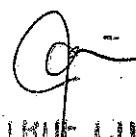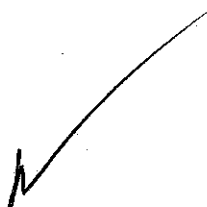_(signature)_

Julian Eymard L. Albis   **IT Solutions Manager**

Duly authorized to sign Bid for and on behalf of **eCopy Corporation**

[Bidder must present proof of authority to sign for and in behalf of the company/entity making the bid]
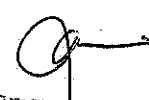
Bid Price Breakdown Form

Name of Bidder **eCopy Corporation**. Invitation to Bid No. PB-GS-021-2013

Date **November 20,2013** .

Item	Description	Cost/Price
1	Application Development Platform, including installation	1,714,285.71
2	Hardware and Software Components described in Section VII (Anne "B"), including installation	1,318,698.21
3	Training of the Procuring Entity's personnel on the operation, maintenance, and troubleshooting of the Application Development Platform	89,285.71
4	Customization of the Visa Management Information System (VMIS)	224,330.36
5	Customization of the Property Inventory Management Information System (PIMIS)	304,687.50
6	Customization of the DFA Employees' Portal	200,892.86
7	1 Year Local Service Support to the Platform, including software updates and patches	428,571.43
8	Re-customization of the Bundled Applications (VMIS, PIMIS, and DFA Employees' Portal)	151,785.71
9	Taxes	531,904.50
	Total Bid Price	**Php 4,964,442.00**

Name: **Julian Eymard L. Albis**
Position: **IT Solutions Head**
Date: **November 20, 2013**

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date (or the schedule of the work to be done) which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Application Development Platform, including installation	1 Lot	1 Lot	Thirty (30) days upon signing of the contract agreement
2	Hardware and Software Components described in Section VII (B), including installation	1 Lot	1 Lot	Thirty (30) days upon signing of the contract agreement
3	Training of the Procuring Entity's personnel on the operation, maintenance, and troubleshooting of the Application Development Platform	1 Lot	1 Lot	Thirty (30) days upon signing of the contract agreement
4	Customization of the Visa Management Information System (VMIS)	1 Lot	1 Lot	Ninety (90) days upon signing of contract agreement
5	Customization of the Property Inventory Management Information System (PIMIS)	1 Lot	1 Lot	Ninety (90) days upon signing of contract agreement
6	Customization of the DFA Employees' Portal	1 Lot	1 Lot	Ninety (90) days upon signing of contract agreement
7	1 Year Local Service Support to the Platform, including software updates and patches	Unlimited	Unlimited	Next Business Day Response
8	Re-customization of the Bundled Applications (VMIS, PIMIS, and DFA Employees' Portal)	Unlimited	Unlimited	Ten (10) days upon receipt of request for customization
(Nothing follows)				

Note: This Schedule of Requirements must be signed by the Bidder or its authorized representative with statement of conformity/compliance, and submitted together with other required documents on or before the Deadline for Submission of Bids.

Conforme:

Julian Eymard L. Albis
IT Solutions Head
November 20, 2013

CERTIFIED TRUE COPY

BY

Technical Specifications/Scope of Work

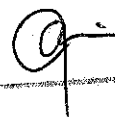| Specification	Statement of Compliance
A. Platform – The Supplier shall deliver an Application Development Platform with the following features and specifications:	
1. General	
1.1 The platform proposed must be a single solution that can cater to all of the following modules: 1.1.1 Enterprise Portal; 1.1.2 Electronic Forms; 1.1.3 Electronic Workflows; 1.1.4 Business Intelligence & Reporting; 1.1.5 Enterprise Business Rules; 1.1.6 Engine Calendars; 1.1.7 Extensible API to integrate with external platforms	Comply Comply Comply Comply Comply Comply Comply Comply
1.2 The platform must be able to easily group electronic forms, workflows and other resources into a single logical entity or application. Each application must be a portal in itself and must have its own log-in mechanism.	Comply
1.3 The platform must be able to import and export applications from one server to another (e.g., from staging server to production server). Exporting activities must include every single resource used by the application - images, metadata, forms, workflows, etc. The exported file should ideally be in .ZIP format for portability purposes.	Comply
1.4 The platform's portal should have a proper landing page upon log-in, displaying the full list of applications available to the users.	Comply
1.5 Each application should have its own log-in URL that is directly accessible to users.	Comply
1.6 Users must be able to configure the landing page described in Section 1.4.	Comply

2. Electronic Forms	
2.1 The entire proposed platform must be 100% web-based and must fully support the following browsers:	Comply
2.1.1 Google;	Comply
2.1.2 Chrome;	Comply
2.1.3 Safari;	Comply
2.1.4 Internet Explorer or above;	Comply
2.1.5 Opera;	Comply
2.1.6 Mozilla; and	Comply
2.1.7 Firefox.	Comply
2.2 The platform must allow the creation and customization of data entry forms. The platform must provide web-based drag and drop facilities (in the browser) to add new fields to an electronic form.	Comply
2.3 The platform must allow the creation of new dataentry screens using drag and drop, via a browser, without any programming.	Comply
2.4 The platform must allow the creation of complex application behavior, via a browser, without any programming. Such behaviors include:	Comply
2.1.1 Ability to perform client-side calculations (based on generated javascript) using data from a combination of fields in the electronic form;	Comply
2.1.2 Ability to hide or show different parts of the electronic form based on certain complex criteria;	Comply
2.1.3 Ability to read data from another data source for display in the electronic form;	Comply
2.1.4 Ability to display and manipulate multiple-page TIFF images in the electronic form;	Comply
2.1.5 Ability to support lookup fields;	Comply
2.1.6 Ability to calculate date and time differences in the electronic form; and	Comply
2.1.7 Ability to generate ICAL links.	Comply

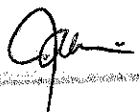|	
2.5 The platform must provide a .NET-based scripting engine that allows the Procuring Entity to further customize application behavior requirements.	Comply
2.6 The platform must provide automatic translation features inside the platform, automatically translating English labels, fields, captions and messages to other major foreign languages.	Comply
2.7 The proposed platform must support the use of AJAX, to ensure a fluid User Interface.	Comply
2.8 The platform must feature an extensive audit trail, capturing even changes to individual fields and records.	Comply
2.9 The entire platform must be fully compatible with or operational under .NET 3.5.	Comply
2.10 The platform should be able to generate complex client-side Javascript behavior without any programming.	Comply
2.11 The entire platform must provide skinnable user interface (UI) themes that will provide the Procuring Entity flexibility in changing the interface's look and feel.	Comply
2.12 The platform must be able to support LDAP (Active Directory authentication) and provide a user-friendly mechanism for changing authentication modes.	Comply
2.13 The platform must have a facility for the Administrator to create background jobs on the server.	Comply
2.14 The platform must allow the end-user to directly write and execute .NET script/code, whenever necessary, without launching any third party platform.	Comply

The scripting engine must allow the Administrator to perform instant Syntax check.	
2.15 The platform must allow the integration of electronic forms to existing websites, and to create electronic form webpages.	Comply
2.16 The platform must allow the creation of business logic at different points of execution of the electronic form (before and after saving, first time and successive loadings of electronic forms, and after submission).	Comply
2.17 The platform must have a plug-in-based framework that allows users to further extend the functionalities of the platform via plug-ins.	Comply
2.18 The platform must allow the Procuring Entity to attach javascript on each electronic form field. The full set of javascript functions and tools available in HTML 4.0 must be available to the Procuring Entity.	Comply
2.19 The Procuring Entity must be able to specify the required navigation paths for the electronic forms and jump to custom URLs after every save/submit/cancel operation.	Comply
2.20 The Procuring Entity should be able to customize the functionality, look and feel of each electronic form using custom HTML snippets.	Comply
2.21 The platform should have a mechanism to publish or remove an electronic form.	Comply
2.22 The platform should allow the Procuring Entity to validate text-based fields by using regular expression syntax.	Comply
2.23 The Procuring Entity should be able to insert behavior and form logic into the following phases of	Comply

the electronic form lifecycle: 2.23.1 initial loading; 2.23.2 successive loading; 2.23.3 before saving; 2.23.4 after saving; 2.23.5 after submission to the workflow; 2.23.6 before cancellation; and 2.23.7 after cancellation.	 Comply Comply Comply Comply Comply Comply Comply
2.24 The platform should be able allow access to applications, workflow, and electronic forms using iOS and Android devices via web browsers. Users must also be able to synchronize data inputted in their mobile device browsers back to the application servers.	Comply
2.25 The electronic form module must support web-based document previewer. It must be able to preview TIFF, WORD (XLS/XLSX), PDF and image-based formats inside the web browser without using Flash, ActiveX, Silverlight or any other third party plugins or platform. The previewer must also be able to show thumbnails of all pages of a document, allowing the Procuring Entity to select different pages and pan, rotate and zoom them.	Comply
3. Workflow	
3.1 The platform must provide a visual engine that allows the Procuring Entity to create its own workflows via drag and drop (via a browser). The visual workflow engine must have escalation, auto-reminders and auto-delegation features.	Comply
3.2 The platform must be extensible – there must be a plug-in framework that allows for new features and functionalities to be added.	Comply
3.3 The platform must have an out-of-the-box enterprise calendar that can display data from the database.	Comply
3.4 The platform should allow the workflow to autodistribute	Comply

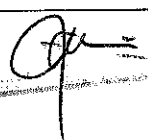|	
tasks based on different algorithms (round64 robin, workload, etc).	
3.5 The platform should have mechanism that will minimize the impact of organizational changes to established workflows, e.g., removing particular users from the system.	Comply
3.6 The platform must have a facility to manage e-mail templates.	Comply
3.7 The platform must be able to associate electronic forms and workflows to a particular application, allowing each application to have its own login screen and set of users.	Comply
3.8 The platform must be able to seamlessly integrate electronic forms and workflows, e.g., electronic forms provide notices or markers in case such forms are pending in a particular node of the workflow.	Comply
3.9 The platform must be able to handle ad-hoc and automatic delegation and escalation within the workflow.	Comply
3.10 The platform must be able to simultaneously transmit electronic forms to groups of users, and allow the user to configure how the electronic forms are to be evaluated and approved. The Procuring Entity should be able to configure workflows with the following decision scenarios: 3.10.1 Consider a decision point as "approved" when any one user in the group approves; 3.10.2 Consider a decision point as "approved" when all users in the group approves; and 3.10.3 Consider a decision point as "approved" when at least x users in the group approves (x is configurable).	Comply Comply Comply Comply

3.11 The workflow must allow .NET scripting so that workflow behavior can be extended whenever required.	Comply
3.12 The workflow must allow parallel and serial execution of tasks, regardless of number of activities.	Comply
3.13 The workflow must also allow modification of a version while it is currently being used, saving the new version on a different file and not overwriting the existing one.	Comply
3.14 The platform must have mechanism for allowing user to resolve decision points via e-mail.	Comply
3.15 The platform must allow the workflow designer to visually create custom actions (other than Approve or Reject).	Comply
3.16 The platform must allow the Procuring Entity to post messages (discussion or collaboration style) while inside a workflow sortie.	Comply
3.17 The platform must allow the Procuring Entity to specify complex conditions to govern the behavior of a workflow. For instance, the deadline for a particular workflow node should be configurable by code rather than manually defining it.	Comply
4. Business Rules Engine	Comply
4.1 The business rules engine must be able to let developers create business rules without writing any programming code.	Comply
4.2 The business rules engine should be translatable to .NET code.	Comply
5. Business Intelligence	Comply
5.1 The Procuring Entity must be able to customize dashboards and charts without the need for programming.	Comply
5.2 The platform must have a web-based BI tool (using Flash) for creating animated charts, which facilitates configuration	Comply

of drill down features. The platform should also allow for drill-down into an infinite number of levels.	
5.3 The platform should have a dashboard for viewing the KPI of all users and the workflows' execution statistics.	Comply
5.4 The platform should allow the Procuring Entity to manually specify SQL statements as data source.	Comply
5.5 The Procuring Entity must be able to extract data from a MySQL database.	Comply
5.6 The Procuring Entity should be able to create and define accessibility to dashboards.	Comply
5.7 The platform must be able to support candlestick charts and multiple series charts.	Comply
6. Document Generator	Comply
6.1 The platform must be able to generate documentation (in MS Word format) including the form schema, workflow screenshots and workflow bubbles.	Comply
7. Integration with External Platforms	Comply
7.1 The platform must have a plug-in framework that allows integration of external platforms, which will be created as plug-ins and then "snapped" into the framework without restarting the platform(s).	Comply
7.2 The platform should readily support the following modes of integration: 7.2.1 Web service call; 7.2.2 Standard DLL-based; and 7.2.3 API via batch file	Comply
7.3 The platform must have the capability to send and receive SMS notifications.	Comply
8. Security	Comply

8.1 The platform must have been passed a penetration testing conducted by a reputable certifying entity. A copy of the penetration testing/report must be furnished along with the supplier's proposal.	Comply
8.2 The platform must cater to at least a 3-factor level authentication.	Comply
8.3 The platform must be able to support the following modes of authentication, and easily switch between these modes: 8.3.1 Windows authentication; 8.3.2 Windows authentication with Single Sign-on; 8.3.3 standard username-password authentication; 8.3.4 mixed mode authentication; and 8.3.5 anonymous.	Comply Comply Comply Comply Comply Comply
8.4 The platform must be able to support configurable security policies governing system accessibility (e.g., user rights and passwords).	Comply
8.5 The platform must feature at least 3 levels of security within the proposed solution, e.g., at the role level, at the form level, at the form field level.	Comply
8.6 The platform must be able to support CAPTCHA technology at the log-in page for further security.	Comply
9. Miscellaneous	Comply
9.1 The platform must provide a facility for workflow developers/designers to test their workflows, and provide built-in tools for workflow script debugging.	Comply
9.2 There must be a portal for accessing all modules in the platform. The Procuring Entity should be able to define and control accessibility to the portals.	Comply
9.3 The Procuring Entity should be able to fine-tune email templates and portal interface.	Comply
9.4 The platform should have support for different sizes of	Comply

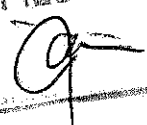|	
form viewability (for example on smaller handset devices, etc).	
9.5 The platform should have an "outgoing email" queue mechanism that lets Administrators check on each system e-mails (or to let them selectively delete emails).	Comply
9.6 The platform must provide a non-proprietary 1:1 mapping between an electronic form and a database. For example, each electronic form should generate a separate table in the database, and each field in the electronic form should generate a column in the table. All tables must be named according to the electronic form, and naming must be in English.	Comply
9.7 The platform must allow the creation of at least four thousand (4000) access accounts.	Comply
9.8 The Application Development Platform License shall be perpetual and shall become the property of the Procuring Entity at the normal termination of the Contract.	Comply
B. Bundled Hardware and Software The Supplier shall provide the hardware and operating platforms with the following quantities and technical specifications	Comply
1. Two (2) Servers: 1.1 Processor: Intel Xeon E3-1220v2, 3.10 GHz, 8 MB Cache, Turbo, 4C/4T, 69W	Comply
1.2 Memory: 4 x 8GB, 1600 Mhz Single Ranked UDIMM	Comply
1.3 Storage: 4 x 600GB, 2.5 inch, 10K RPM, 6 Gbps SAS Hard Drive – Non-Hot Plug	Comply
1.4 Optical Drive: SATA 8X DVD +/- RW Drive	Comply
1.5 Warranty: 3 years, Next Business Day Onsite Service.	Comply
2. Server Operating System (if required by the platform)	Comply

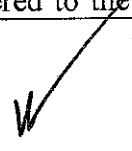|	
3. Database Software and Client Access Licenses (if required by the platform)	Comply
4. Two (2) Rack Mounts for the Servers	Comply
5. Two (2) Wireless/Cordless Barcode Scanner:	Comply
5.1 Should be able to interface with the Property Inventory Management Information System (PIMIS)	Comply
5.2 Function: 1D/Linear Codes, 2D Codes, Stacked Codes, Bluetooth Connection	Comply
5.3 Bluetooth Range: up to 45 meters in open field	Comply
5.4 Interface: Cordless Scanning	Comply
5.5 Scan Method: Trigger / Auto-Sense	Comply
5.6 Speed: Fast Reliable scanning	Comply
5.7 Weight: Lightweight	Comply
6. Two (2) Barcode Printer (Sticker): 6.1 Print Method : Direct/Thermal Transfer	Comply Comply
6.2 Interface Port : USB, Parallel,RS232,LAN	Comply
6.3 Print Width : 4.1"	Comply
6.4 Print Speed : 4 inches per second	Comply
6.5 Resolution : 203dpi/305dpi	Comply
6.6 Memory : Flash ROM - 4MB; RAM – 8MB(expandable)	Comply
7. Barcode Stickers: Enough to print 100,000 individual Stickers	Comply
8. All Hardware Operating Systems and Licenses shall become the property of the Procuring Entity at the normal termination	Comply

|	
of the contract. The Supplier shall turn-over to the Procuring Entity the documentation of these software products.	
C. Bundled Applications	
1. The Supplier shall customize the Visa Management Information System (VMIS) using the Application Development Platform and according to the specifications prescribed in Annex A.	Comply
2. The Supplier shall customize the Property Inventory Management Information System (PIMIS) using the Application Development Platform and according to the specifications prescribed in Annex B.	Comply
3. The Supplier shall customize the DFA Employee Portal using the Application Development Platform and according to the specifications prescribed in Annex C.	Comply
4. The Supplier shall perform all customization in the Procuring Entity's premises.	Comply
5. The Procuring Entity shall own all rights and licenses related to the Bundled Applications at the normal termination of the contract.	Comply
D. Training	

1. The Supplier shall train at least twenty (20) of the Procuring Entity on the operation, management, and basic troubleshooting of the platform. All features, tools, shortcuts, and back-end processes of the platform shall be taught to the Procuring Entity's personnel.
    1.1 The Supplier shall provide a minimum of one (1) day for Administrator's training.
    1.2 The Supplier shall provide a minimum of four (4) days for Developer's training.
    1.3 The Supplier shall provide a minimum of one (1) day User's training.
	Comply
	
	Comply
	
	Comply
	
	Comply

2. The Supplier shall involve designated personnel of the Procuring Entity on the customization of the bundled applications. The Procuring Entity's personnel must be able to sufficiently replicate the steps and procedures undertaken	Comply

during the customization of the bundled applications.	
3. The Supplier shall provide a comprehensive operations manual and technical documentations for the platform and the bundled applications.	Comply
E. Delivery	
1. The Supplier must deliver the Application Development Platform and the Bundled Hardware and Software within thirty (30) days from the signing of the Contract Agreement.	Comply
2. The Supplier must deliver the Bundled Applications within Ninety (90) days from the signing of the Contract Agreement.	Comply
F. Warranty	
1. The Supplier shall provide a one (1) year 8 x 5 local service support for the platform.	Comply
2. The Supplier shall provide three (3) years warranty for the bundled hardware, commencing upon the acceptance of the project.	Comply
3. The Supplier, at no additional cost to the Procuring Entity, shall provide patches and software updates for the platform for one (1) year from the acceptance of the project.	Comply
4. The Supplier shall provide the Procuring Entity customization support, either by the Supplier's own personnel or by assisting the Procuring Entity's staff and at no additional cost to the Procuring Entity, for six (6) months from the acceptance of the bundled applications.	Comply
5. The bundled hardware must be brand new, in excellent working condition, and of a reputable brand. Refurbished, reconditioned, or cloned equipment are not acceptable.	Comply
6. The Supplier shall guarantee full-replacement of defective equipment and platform, provided that it is within one (1) month from the acceptance of the equipment and platform. The replacement should be delivered to the Procuring Entity	Comply

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within two (2) weeks from the Supplier's receipt of the notification of warranty claims.	
G. Payment	
1. The Procuring Entity shall pay the Supplier the Contract Amount of the Application Development Platform and the Bundled Hardware and Software on a monthly basis for twelve (12) months.	Comply
2. The Procuring Entity shall pay the Supplier the Contract Amount of the Bundled Applications upon their completion and acceptance by the Procuring Entity.	Comply
3. All payments shall be made within thirty (30) days of the Procuring Entity's issuance of Certificates of Acceptance and upon the Supplier's submission of the required documents to claim payment.	Comply
4. All payments shall be inclusive of Value Added Tax and other lawful charges.	Comply
H. Others	
1. The Supplier must be certified by the manufacturer that it is an authorized distributor/reseller and service provider of the Application Development Platform in the Philippines.	Comply
2. The Supplier's software engineers and technical support personnel must be certified by the manufacturer that they are qualified to deploy, operate, and provide maintenance services to the Application Development Platform.	Comply
3. In case any of the Parties default on the Contract before the normal turn-over of the Application Development Platform, and the applications and other components of the project, the Procuring Entity shall have the absolute ownership of the data and information contained therein.	Comply
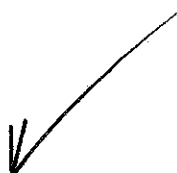
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

Section IV. General Conditions of Contract (GCC) should be read in conjunction with Section V. Special Conditions of Contract (SCC) and other documents listed therein. Both the GCC and the SCC enumerates all the rights and obligations of the parties.

It is understood that the Bidder, by submitting a bid for the Project, has understood and agrees to all the terms and conditions contained in both the GCC and the SCC.

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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

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2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, 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 Bidders (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 Bidders, 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 Bidder 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

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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 directly 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 Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder 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:

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(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 Specifications; 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.

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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

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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 meruit* 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 3.1(a);

(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

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(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

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(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.
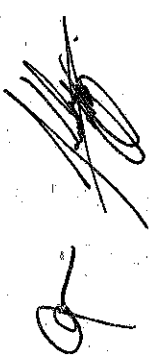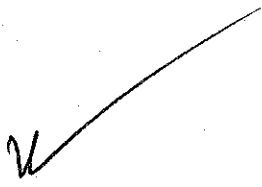
28. Assignment of Rights

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.
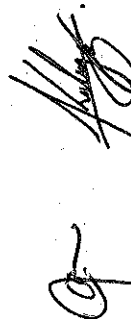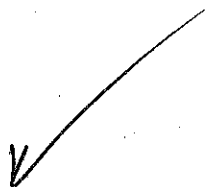
Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is *the Department of Foreign Affairs*
1.1(i)	The Supplier is *[to be inserted at the time of contract award]*.
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through *the Department's savings from Government Appropriations Act of 2012* in the amount of **Php 5,000,000.00**
1.1(k)	The Project Site is the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City.
5.1	The Procuring Entity's address for Notices is: *The Undersecretary for Administration* *Department of Foreign Affairs* *2330 Roxas Blvd. Pasay City,* *1300 Philippines* *Contact number: +63 2 834 4000* *Fax: +63 2 831 95 84* The Supplier's address for Notices is: *[Insert address including, name of contact, fax and telephone number]*
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, state* "The delivery terms applicable to the Contract are DDP delivered to the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City, and to the addresses of the eighty-four (84) Philippine Foreign Service Posts in accordance with INCOTERMS." *For Goods Supplied from Within the Philippines, state* "The delivery terms applicable to this Contract are delivered to the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City; and to the addresses of the eighty-four (84) Philippine Foreign Service Posts. 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 Section VI. 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 directly 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 is the DFA's Head of the CORATEL and Management Information System (CMISD).

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

(a)   performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b)   furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c)   furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d)   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

(e)   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:

(a)   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

(b)   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 Section VI. 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 from the date of final acceptance.

Other spare parts and components shall be supplied as promptly as possible,

but in any case within three (3) months 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.
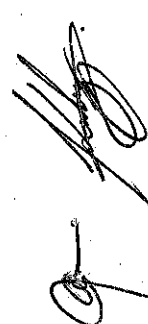
Insurance –

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 considered *force majeure* in accordance with **GCC** Clause 22.

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.

Patent Rights –

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.

10	Payment shall be made in twelve equal payments on a monthly basis
10.4	Not applicable.
13.4(c)	No further instructions.
16.1	The Procuring Entity shall conduct inspections and tests within five (5) working days after submission and verification of all documents required during post-qualification conference. The Bidder shall provide actual samples of the hardware components during Post-qualification. The Procuring Entity, however, reserves the right to determine additional testing parameters for the Post-Qualification process.
17.3	In case the Bidder is only a distributor, the Bidder/Supplier warrants that all necessary licenses and permits have been obtained from the manufacturer of the Goods, and that authority to sell/distribute such Goods in the Philippines. In addition, the Bidder also warrants that necessary import permits and local clearances have been obtained prior to importation/exportation and delivery of the Goods to the DFA Home Office. The Bidder/Supplier warrants that the Goods to be supplied are of the highest quality standards, and that the design shall be customized for the exclusive use of the Philippine Government only.
17.4	The period for correction of defects within the warranty period is five (5) working days from date of receipt of written notice by the Supplier or by the

	Agent, whichever notice is received earlier.
21.1	If the Bidder/Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

BIDS AND AWARDS COMMITTEE

SUPPLEMENTAL/BID BULLETIN NO. 1

Project	: Lease-Purchase of an Application Development Platform
Reference No.	: PB-GS-021-2013
ABC	: Php 5,000,000.00
Date	: 13 November 2013

This Bid Bulletin is issued to provide information to prospective bidders about the following changes Bid Documents for the above-named project:

I. Pertinent items in Section VII. Technical Specifications, page 62, which originally reads:

Item	
2.24	The platform should be able to publish electronic forms and workflows to iOS and Android devices to be run as native apps (for offline data entry). The mobile apps should also be able to synchronize their data back to the server.

Said item is hereby **amended** to read as follows:

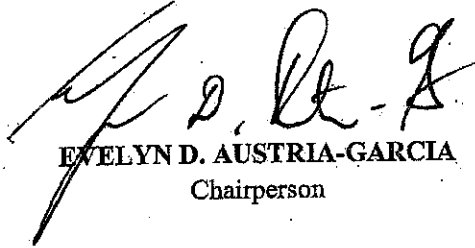| Item	
2.24	The platform should be able to allow access to applications, workflows, and electronic forms using iOS and Android devices via web browsers. Users must also be able to synchronize data inputted in their mobile device browsers back to the application servers.

All prospective bidders are reminded that the DFA-BAC shall only accept bids from those who have paid the non-refundable bid document fee of Five Thousand Pesos (Php 5,000.00). Bidders shall indicate the amount paid and the Official Receipt No. on the cover of their bid envelopes.

Bids must be submitted to the DFA-BAC Secretariat office located at the 12th floor of the DFA Building, 2330 Roxas Blvd., Pasay City **on or before Wednesday, 20 November 2013 at 12:00 noon. Late bids shall not be accepted.** Bids received shall be opened on the same day at 2:00 p.m. at the VFA Com Conference Room, 9th Floor of the DFA Building in the presence of bidders who choose to attend.

CERTIFIED TRUE COPY
1-COPY CORPORATION

All bids must be accompanied by a bid security in any acceptable form in the amount stated in ITB Clause 18 of the Bid Documents and Section 27.2 of the Implementing Rules and Regulations of R.A. No. 9184.

For the information and guidance of all concerned.

EVELYN D. AUSTRIA-GARCIA
Chairperson

13 November 2013, Pasay City.
PB-GS-021-2013

SUPPLEMENTAL/BID BULLETIN NO. 2

PROJECT	:	Lease-Purchase of an Application Development Platform
REFERENCE NO.	:	PB-GS-021-2013
ABC	:	Php 5,000,000.00
DATE	:	19 November 2013

This supplemental/bid bulletin is issued to provide information to prospective about the following changes in the Bidding Documents for the above-named project:

Bid Data Sheet:

- ITB Clause 5.4 shall read as follows:

- The bidder must have completed, within **five (5) years** prior to the deadline for submission and receipt of bids, a single contract similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid. Such contract must be part of, or included in, the Statement under ITB 12.1(a)(iii), provided that the statement of **all** completed contracts shall be accompanied by certificates of acceptance or official receipts from the end-user/clients.

For this purpose, similar contract shall refer to contracts which are of similar in nature and complexity to the contract to be bid.

All prospective bidders are likewise informed that the deadline for the submission of bids has been rescheduled from 20 November 2013 to **25 November 2013, Monday at 12:00 noon** to be followed by the **opening of bids at 2:00 p.m.** of the same day.

The DFA-BAC will only accept bids from those who have paid the non-refundable bidding document fee of Five Thousand Pesos (Php 5,000.00). Bidders shall indicate the amount paid and Official Receipt No. on the cover of their Bid Envelopes.

Bids must be submitted to the BAC Secretariat office located at 12th Floor, DFA Main Building, 2330 Roxas Boulevard, Pasay City on or before the above-mentioned date. Late bids shall not be accepted.

For the information and guidance of all concerned.
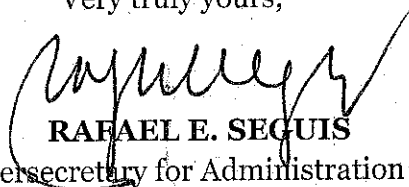
EVELYN D. AUSTRIA-GARCIA
Chairperson

NOTICE TO PROCEED

19 February 2014

Sir:

Please be informed that pursuant to the Notice of Award dated 20 December 2013, issued by the Undersecretary for Administration and Head of the Procuring Entity, **E-COPY CORPORATION**, is hereby given this Notice to Proceed and render its services to provide for the Lease Purchase of an Application Development Platform (ADP) in accordance with the requirements for procurement.

Very truly yours,

RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

MR. JULIAN EYMARD L. ALBIS
IT Solutions Head
E-COPY CORPORATION
65 Gil Puyat Avenue,
Palanan, Makati City

REC'D BY: JONNEN V. LORENP   03/20/14

NOTICE TO PROCEED

19 February 2014

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Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

MR. JULIAN EYMARD L. ALBIS
IT Solutions Head
E-COPY CORPORATION
65 Gil Puyat Avenue,
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Very truly yours,

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and Head of the Procuring Entity

Conforme:

MR. JULIAN EYMARD L. ALBIS
IT Solutions Head
E-COPY CORPORATION
65 Gil Puyat Avenue,
Palanan, Makati City

Sr. Sp. Asst. N. Servigon
BAC Alt. Chairman E.D. Austria-Garcia
BAC Vice-Chairman J.V.Chan-Gonzaga
BAC Members: E.C. Yulo
              G.P. Abiog
              B.T. L. Santos
End-User Representative:
Principal Asst. A. Estomo

BAC Secretariat:
Head - A.O. Vallespin
       A. De Asis-Del Mundo
       S.P. Toledo
       G.C. Fernandez

AGREEMENT FOR THE LEASE PURCHASE OF AN APPLICATION DEVELOPMENT PLATFORM

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement for the Lease Purchase of an Application Development Platform, (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on ___ 1 8 2014, 2013 between the:

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) Honorable RAFAEL E. SEGUIS,

and

E-COPY CORPORATION (hereinafter, the CONTRACTOR), is a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 65 Gil Puyat Avenue, Palanan, Makati City, represented by JULIAN EYMARD L. ALBIS, who is duly authorized to enter into this Agreement pursuant to the Secretary's Certificate dated 19 November 2013, a copy of which is attached as ANNEX A and made an integral part of this Agreement.

WITNESSETH:

WHEREAS the PROCURING ENTITY invited bids for the Lease Purchase of an Application Development Platform, and has accepted a bid by the CONTRACTOR for the supply of said goods and services in the sum of Four Million Nine Hundred Sixty-Four Thousand Four Hundred Forty-Two Pesos (Php 4,964,442.00) (hereinafter called the CONTRACT PRICE), inclusive of all taxes and other lawful charges.

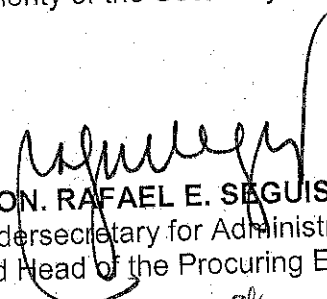NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The definitions found in the General Conditions of Contract (GCC) and Special Conditions of Contract contained in the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.

2. The following documents are attached and made integral parts of this AGREEMENT:

   2.1 Bid Form and Price Schedule submitted by the Supplier (ANNEX B)
   2.2 Schedule of Requirements (ANNEX C)
   2.3 Technical Specifications (ANNEX D)
   2.4 General Conditions of Contract (ANNEX E)
   2.5 Special Conditions of Contract (ANNEX F)
   2.6 Supplemental Bid Bulletin No. 1 dated 13 November 2013 (ANNEX G)
   2.7 Supplemental Bid Bulletin No. 2 dated 19 November 2013 (ANNEX H)
   2.8 Notice of Award dated 20 December 2013. (ANNEX I)

3. The CONTRACTOR shall deliver the goods to the address specified in Section VI. Schedule of Requirements within one hundred twenty (120) calendar days from receipt of the Notice to Proceed. The CONTRACTOR guarantees the quality, genuineness and availability of all the materials and equipment to be supplied and delivered. The CONTRACTOR shall make good at its own expense and account, any defect or defects that may be discovered by the PROCURING ENTITY.

4. For and in consideration of the delivery of the goods and services, the PROCURING ENTITY shall pay the CONTRACTOR the CONTRACT PRICE. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC, which is attached and made an integral part of this Agreement (ANNEX E and ANNEX F).

IN WITNESS WHEREOF, the PARTIES through their authorized representatives hereto have SIGNED this AGREEMENT on _FEB 1 8 2014_____, in Pasay City, Metro Manila.

For the Procuring Entity:

DEPARTMENT OF FOREIGN AFFAIRS
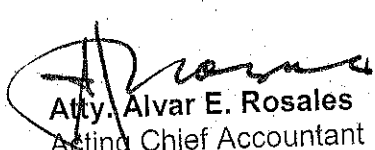By Authority of the Secretary of Foreign Affairs:

HON. RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of the Procuring Entity

For the Contractor

E-COPY CORPORATION

JULIAN EYMARD L. ALBIS
IT Solutions Head/
Authorized Representative

WITNESSES

Atty. Alvar E. Rosales
Acting Chief Accountant
Department of Foreign Affairs

KERBY CARLSON REYES
E-Copy Corporation

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City   ) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on **FEB 1 8 2014** personally appeared HONORABLE RAFAEL E. SEGUIS, Undersecretary for Administration of the Department of Foreign Affairs and MR. JULIAN EYMARD L. ALBIS, Authorized Representative of E-Copy Corporation, known to me to be the same persons who executed the foregoing Agreement for the Lease Purchase of an Application Development Platform, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
RAFAEL E. SEGUIS	Passport #00065751	Manila	5/11/2010
JULIAN EYMARD L. ALBIS	Passport # XX4522751	Manila	9/10/2009

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2014

ATTY. RONALD S. GUADING CLARINA
NOTARY
ADMIN NO.
IBP NO.
PTR NO.
AD-945 BE

≋Metrobank
METROPOLITAN BANK & TRUST COMPANY

PERFORMANCE SECURITY: BANK GUARANTY
Reference No.: 066/LG/000119/14

January 14, 2014

DEPARTMENT OF FOREIGN AFFAIRS
2330 Roxas Blvd., Pasay City

Gentlemen:

Whereas, **E-COPY CORPORATION**, with principal office at 65 Sen. Gil J. Puyat Ave., Makati City, (hereinafter called the "Contractor") has undertaken in pursuance to the Notice of Award dated December 20, 2013 to execute the **Procurement of Lease Purchase of an Application Development Platform (ADP)** (hereinafter called the "CONTRACT");

And whereas, it has been stipulated by you in the said Contract that the Contractor shall furnish you a Bank Guaranty by a recognized bank as performance security for the compliance with his obligations in accordance with the Contract;

Now, therefore, in consideration of the Contract, We, **METROPOLITAN BANK & TRUST COMPANY – International Operations Division – Import Department**, having our registered office at Metrobank Plaza, Head Office, Sen. Gil J. Puyat Ave., Makati City (the "BANK") hereby unconditionally guarantees for a period **from January 14, 2014 up to January 09, 2015 (the "Expiry Date")**, the full and punctual payment of the obligation of the Contractor with you under the Contract but the obligation of the BANK shall in no case exceed the principal sum of **PESOS: TWO HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED TWENTY TWO ONLY (PHP248,222.00).**

Notwithstanding any contest or objection thereto by the Contractor, the BANK shall pay you within three (3) days upon its receipt of (i) your sworn statement declaring the Contractor in default of his performance obligations under the Contract indicating the amount due and demandable, (ii) this Guaranty (the original), (iii) Statement of Account, and (iv) Secretary's Certificate authorizing your claim from the BANK based on this Guaranty and your authorized signatory.

You may demand payment from the BANK only within the effectivity period of this Guaranty. Unless earlier terminated, this Guaranty shall automatically become null and void after the Expiry Date.

The amount of the Guaranty shall be reduced automatically by any payments made hereunder.

If for any reason the BANK terminates this Guaranty before the Expiry Date, the BANK shall notify you in writing at least thirty (30) calendar days, before the termination takes effect.

This Guaranty is personal to you. It is not assignable.

This Guaranty shall be governed by Philippine laws and any action hereunder shall be brought in the proper court of Makati City, Metro Manila.

METROPOLITAN BANK & TRUST COMPANY
International Operations Division – Import Department
Metrobank Plaza, Head Office, Sen Gil J. Puyat Ave., Makati City

MARK ROLAND A. ISTURIS
JUNIOR ASSISTANT MANAGER

FREDERICK B. MORALES
ASSISTANT MANAGER

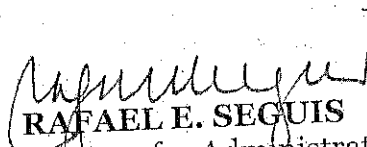MB-II-I-33/Rev. May '08 (Item Code: 4402-005)

NOTICE OF AWARD

20 December 2013

Sir:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department as contained in its Resolution No. 205-13, the Department of Foreign Affairs is awarding the procurement of Lease Purchase of an Application Development Platform (ADP), to your firm, **E-Copy Corporation**, in the amount of Four Million Nine Hundred Sixty Four Thousand Four Hundred Forty Two Pesos (Php4,964,442.00), inclusive of all taxes and other lawful charges, subject to the successful negotiation and signing of Contract and posting of the required performance security, in the prescribed amount, within ten (10) calendar days from receipt of this Notice.
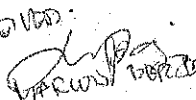
Very truly yours,

RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of Procuring Entity

CONFORME :

MR. JULIAN EYMARD L. ALBIS
IT Solutions Head
E-Copy Corporation
65 Gil Puyat Avenue,
Palanan, Makati City,

BIDS AND AWARDS COMMITTEE

BAC Resolution No. 205-13

RESOLUTION BY REFERENDUM, RECOMMENDING THE AWARD OF CONTRACT FOR THE LEASE PURCHASE OF AN APPLICATION DEVELOPMENT PLATFORM

WHEREAS, the Office of the Secretary Communications (CORATEL) and Management Information Systems Division, intends to lease purchase an Application Development Platform for the Department;

WHEREAS, the Office of Fiscal Management (OFM) issued a *Certificate of Availability of Funds* for the Department's Lease Purchase of an Application Development Platform in the amount of Five Million Pesos Only (Php 5,000,000.00), chargeable against the funds of CMISD, dated 27 June 2013;

WHEREAS, on 10 October 2013, in compliance with Section 20.1 of the Revised Implementing Rules and Regulations (RIRR) of the Government Procurement Reform Act (R.A. 9184), the BAC with the representatives from CMISD conducted a Pre-Procurement Conference to discuss the bidding documents, including the Terms of Reference (TOR), scope and contract duration, as well as the schedule of bidding activities for the project;

WHEREAS, in compliance with Section 21.2 of the Revised Implementing Rules and Regulations (RIRR) of the Government Procurement Reform Act (R.A. 9184), the Department of Foreign Affairs (DFA) advertised on 01 November 2013 issue of The Manila Times and posted, for seven (7) consecutive days an Invitation to Bid for the Department's Lease Purchase of an Application Development Platform Project in the DFA Website, PhilGEPS and in conspicuous places within the premises of the DFA;

WHEREAS, in response to the said advertisements, only one (1) company, E-Copy Corporation purchased the Bid Documents;

WHEREAS, on 08 November 2013, in compliance with Section 22 of the RIRR of. R.A. 9184, the DFA-Bids and Awards Committee (DFA-BAC), in the presence of the representatives from CMISD, held a Pre-Bid Conference with the prospective bidders to discuss the eligibility requirements and the technical and financial components of the contract to be bid and to allow the bidder to raise or submit written queries or clarifications;
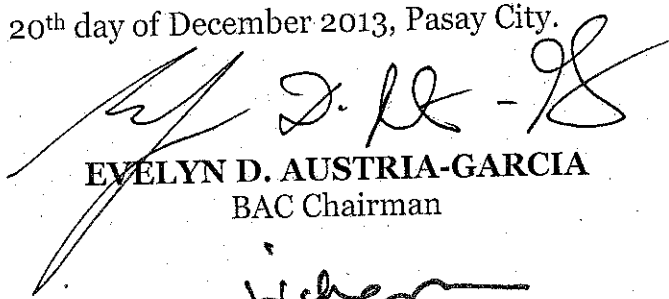
WHEREAS, on 25 November 2013 during the opening of Bids, consistent with Section 23 of the RIRR of R.A. 9184, said bidder E-Copy Corporation, submitted their sealed Eligibility and Technical Requirements, and Financial Proposal envelopes, and was declared *"ELIGIBLE TO BID"*, as well as *"TECHNICALLY COMPLYING"*;

WHEREAS, on 04 December 2013, in compliance with Section 34 of the RIRR of R.A. 9184, E-Copy Corporation, after being declared as the company with the Lowest Calculated Bid underwent Post Qualification conducted by the DFA-BAC-Technical Working Group (TWG), in the presence of the representative from CMISD, and was determined to have passed all the criteria for Post-Qualification;

WHEREFORE, premises considered, the Committee unanimously resolves to recommend to the Head of the Procuring Entity of the Department of Foreign Affairs;

1.) to award the contract of Lease Purchase of an Application Development Platform (ADP) for having submitted the Lowest Calculated Responsive Bid in the amount of Four Million Nine Hundred Sixty Four Thousand Four Hundred Forty Two Pesos only (Php 4,964,442.00); and

2.) to commence Contract Signing with E-Copy Corporation upon the issuance of the Notice of Award and its deposit of the appropriate performance security.

ADOPTED this 20th day of December 2013, Pasay City.

EVELYN D. AUSTRIA-GARCIA
BAC Chairman

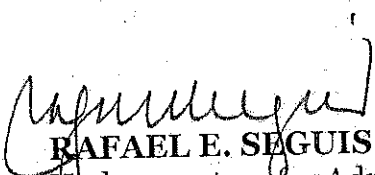**JOSÉ VICTOR CHAN-GONZAGA**
BAC Vice-Chairman

SHIRLEY E. BANQUICIO
BAC Member

BERTRAND THEODOR SANTOS
BAC Member

ARVIC V. AREVALO
BAC Member

GERARDO ABIOG
BAC Member

VICTORIANO M. LECAROS
BAC Provisional Member
Representative of the End-User

Approved:
By the Authority of the Secretary of Foreign Affairs:

RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of the Procuring Entity

NOTICE OF AWARD

20 December 2013

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Very truly yours,

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Undersecretary for Administration
and Head of Procuring Entity

CONFORME :

MR. JULIAN EYMARD L. ALBIS
IT Solutions Head
E-Copy Corporation
65 Gil Puyat Avenue,
Palanan, Makati City,

OFFICE OF LEGAL AFFAIRS

<u>URGENT</u>

MEMORANDUM FOR THE UNDERSECRETARY, OUA

FROM	:	JOSE VICTOR CHAN-GONZAGA Acting Assistant Secretary
SUBJECT	:	Agreement for the Lease Purchase of an Application Development Platform
DATE	:	20 January 2014

With reference to the subject Agreement, which was received on even date, OLA finds the same in order and its Acting Assistant Secretary has affixed his initials on the appropriate pages thereof.
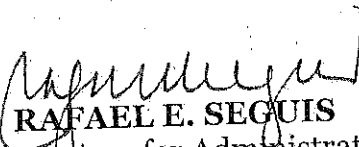
Encl(s).   :   a/s

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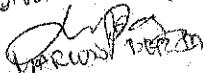
Very truly yours,

RAFAEL E. SEGUIS
Undersecretary for Administration
and Head of Procuring Entity

CONFORME :

MR. JULIAN EYMARD L. ALBIS
    IT Solutions Head
      E-Copy Corporation
        65 Gil Puyat Avenue,
          Palanan, Makati City,

RECEIVED :

Metrobank
METROPOLITAN BANK & TRUST COMPANY

PERFORMANCE SECURITY: BANK GUARANTY
Reference No.: 066/LG/000119/14

January 14, 2014

DEPARTMENT OF FOREIGN AFFAIRS
2330 Roxas Blvd., Pasay City

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And whereas, it has been stipulated by you in the said Contract that the Contractor shall furnish you a Bank Guaranty by a recognized bank as performance security for the compliance with his obligations in accordance with the Contract;

Now, therefore, in consideration of the Contract, We, **METROPOLITAN BANK & TRUST COMPANY – International Operations Division – Import Department,** having our registered office at Metrobank Plaza, Head Office, Sen. Gil J. Puyat Ave., Makati City (the "BANK") hereby unconditionally guarantees for a period **from January 14, 2014 up to January 09, 2015 (the "Expiry Date"),** the full and punctual payment of the obligation of the Contractor with you under the Contract but the obligation of the BANK shall in no case exceed the principal sum of **PESOS: TWO HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED TWENTY TWO ONLY (PHP248,222.00).**

Notwithstanding any contest or objection thereto by the Contractor, the BANK shall pay you within three (3) days upon its receipt of (i) your sworn statement declaring the Contractor in default of his performance obligations under the Contract indicating the amount due and demandable, (ii) this Guaranty (the original), (iii) Statement of Account; and (iv) Secretary's Certificate authorizing your claim from the BANK based on this Guaranty and your authorized signatory.

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METROPOLITAN BANK & TRUST COMPANY
International Operations Division – Import Department
Metrobank Plaza, Head Office, Sen Gil J. Puyat Ave., Makati City

MARK ROLAND A. ISTURIS
JUNIOR ASSISTANT MANAGER

FREDERICK B. MORALES
ASSISTANT MANAGER

MB-II-I-33/Rev. May '08 (Item Code: 4402-005)