

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF INTEGRATED LEGAL MANAGEMENT SYSTEM (ILMS)

Project Reference No. 2024-003

Government of the Republic of the Philippines

Philippine Deposit Insurance Corporation

31 January 2024

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission,*” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

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- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

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DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

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buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

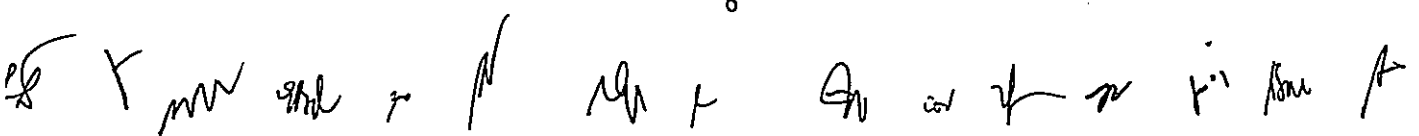
PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

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Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

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PHILIPPINE DEPOSIT INSURANCE CORPORATION
INVITATION TO BID FOR Procurement of Integrated Legal
Management System (ILMS)

1. The *Philippine Deposit Insurance Corporation*, through the *2024 Corporate Operating Budget* intends to apply the sum of *Php 19,191,000.00* being the ABC to payments under the contract for *Procurement of Integrated Legal Management System Identification No 2024-003*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Philippine Deposit Insurance Corporation* now invites bids for the above Procurement Project. *The PDIC needs to procure a web-based Integrated Legal Management System (ILMS) to be set-up either on-premise or via cloud which shall cover the processes necessary for the effective and timely delivery of legal assistance and services by PDIC's Legal Affairs Sector (LAS)*. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from *Philippine Deposit Insurance Corporation* and inspect the Bidding Documents at the address given below during office hours from 8:00 AM to 5:00 PM, Mondays through Fridays.

3rd Floor PDIC BAC Secretariat, PDIC Building, 2228 Don Chino Roces Avenue, Makati City. /

5. A complete set of Bidding Documents may be acquired by Bidders on March 20, 2024 from the address above and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Php 25,000.00*. The Procuring Entity allows the bidder to present its proof of payment for the fees *in person*.
6. The *Philippine Deposit Insurance Corporation* will hold a Pre-Bid Conference¹ on April 07 2024 at 2:00 PM at the 5th Floor Conference Room, PDIC Building 2228 Don Chino Roces Avenue, Makati City, and through video conferencing or webcasting via MS Teams link herein below provided which shall be open to prospective bidders:

<https://teams.microsoft.com/j/team/19%3a3a82c13e4a24186a613bcac388b7644%40thread.tacv2/conversations?groupId=1a61d44d-55ff-4fe6-b3e4-76e886a218cc&tenantId=8f3038a8->

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before April 23, 2024. Late bids shall not be accepted.

Ground Floor, PDIC Building, 2228 Don Chino Roces Avenue, Makati City,


8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

9. Bid opening shall be on April 23, 2024 2:00 PM at the 5th Floor Conference Room, PDIC Building, 2228 Don Chino Roces Avenue, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Late bids shall not be accepted. The wall clock located at the Ground Floor lobby, PDIC Building, 2228 Don Chino Roces Avenue Makati City shall be used as the official timer for the submission of bids. Submission made after the deadline shall be considered late and automatically rejected.

10. The *Philippine Deposit Insurance Corporation* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:
Ms. Analinda C. Lao
BAC Secretariat
PDIC Bldg., 2228 Don Chino Roces Avenue, Makati City,
Telephone Numbers : (02) – 8841-4915
ppdbac@pdic.gov.ph
Fax Number : (02) – 8841-4931

12. You may visit the following websites:
For downloading of Bidding Documents: *Website: www.pdic.gov.ph*



SANDRA A. DIAZ
Chairperson, PDIC Bids and Awards Committee

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Section II. Instructions to Bidders

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1. Scope of Bid

The Procuring Entity, Philippine Deposit Insurance Corporation wishes to receive Bids for the *Procurement of Integrated Legal Management System* with identification number 2024-003.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2024 Corporate Operating Budget* in the amount of *Php 19,191,000.00* .

The source of funding is the 2024 Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. **Subcontracting is not allowed.**

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the 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.

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8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the last five (5) years* reckoned from the posting of Invitation to Bid.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

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12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for period of *120 calendar days from the date of opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

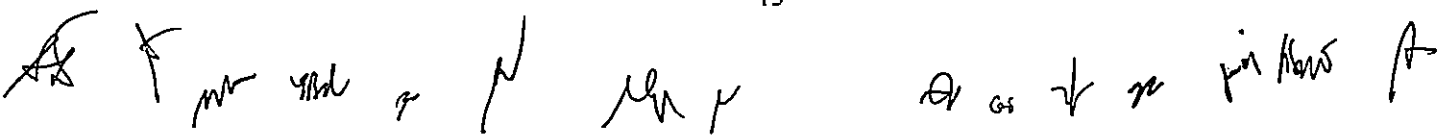
- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

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Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Business providing supply, delivery and installation of a web-based Integrated Legal Management System;</i> b. completed within the last five (5) years reckoned from the date of the posting of the Invitation to Bid. /
7.1	<p><i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i></p> <p><i>Not applicable</i></p>
12	<p>The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p><i>Not applicable</i></p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than P383,820.00, <i>[equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P959,550.00 <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p> <p><i>Please refer to the Terms of Reference</i></p>
20.2	<p><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i></p> <ol style="list-style-type: none"> 1. <i>2022 Income Tax Return filed and paid thru the Bureau of Internal Revenue (BIR) Electronic and Filing Payment System (EFPS);</i> 2. <i>Business Tax Returns within the last 6 months preceding the date of bid submission filed and paid thru BIR EFPS; /</i> 3. <i>Presentation of the proposed solution to TWG and shall be evaluated using the Non-Discretionary Pass or Fail approach (page 26-28 of the TOR) /</i>

	<p>4. Certification that the Vendor is the authorized reseller of the software/service to be supplied, and that the accreditation shall sufficiently cover the development, implementation and the warranty period.</p> <p>5. Resume of the members of the Project Team with at least two (2) years of technical experience in maintaining/supporting/implementing the proposed solutions.</p>
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

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Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

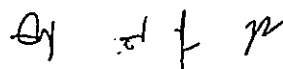

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.



3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (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.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

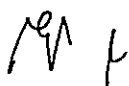
5. Warranty

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2. 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, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

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Special Conditions of Contract

GCC Clause	
1.	<p>Scope of Contract:</p>
	<p>The Contract involves the acquisition, customization, and/or development of a web-based Integrated Legal Management System (ILMS) to be set up either on-premise or via cloud which shall cover the processes necessary for the effective and timely delivery of legal assistance and services by the Procuring Entity's Legal Affairs Sector (LAS);</p> <p style="text-align: center;">(Hereinafter referred to as the "Project").</p> <p>The Project aims to streamline the LAS processes and ensure accurate recording, retrieval, and verification of all LAS-related transactions. The ILMS, as envisioned, shall fully automate the retrieving, classification, monitoring, releasing, recording, storage, and report operation in relation to the legal services provided by the Procuring Entity's LAS.</p> <p>Towards this, the Supplier shall, to the satisfaction of the Procuring Entity, shall supply, deliver, develop, customize, and install the following requirements in relation to the Procuring Entity's ILMS:</p> <ul style="list-style-type: none"> • Software. It is the base system to be acquired, customized, or developed by the Supplier in accordance with the business and functional requirements as specified in the TOR under Section 6: Business Requirements and Functional Requirements. The minimum licenses to be provided is specified in the table below. • Implementation Services. The services shall encompass a series of implementation activities which include, among others, submission of approved project plans, review of current requirements, gap analysis, customization of the base system and documentation of the user tested and accepted final version of the system. • Migration. Migration is the conversion of existing LAS electronic data/records, as applicable, to the appropriate format and uploading to the ILMS. Please refer to Section 7.2 Migration of Existing Data/Data Build-up of the TOR. • Training. There will be two types of training, one for the users and another for technical support. The users' training aims to have the participants gain knowledge of how the system works. It shall be conducted in two

stages. The first one has the application testers as target participants and the other one for all the users of the system.

- **Others.** All other project activities, like Project Status update meetings, monthly status reporting, and Go-Live strategies are documented and reported. The output documents shall form part of the official references of the Project.

Project Scope, Activities, and Deliverables

SCOPE	ACTIVITIES	DELIVERABLES
Software	Acquisition and/or Customization of a Document Management System; and Development of the Legal Management System	<ul style="list-style-type: none"> • Details of software/modules • Appropriate number of users to cover the required usage of the system in consonance with the users of peripheral systems, broken-down as follows: Heavy users (LAS) - 69 Light users (Requesting Units) - 31 Admin Account - 1 • Subscription to Online Legal Information/reference for 20 concurrent users • Source code made for PDIC (not executable file) • All other software licenses required to ensure the successful implementation of ILMS
Implementation Services	Project Planning Activities	<ul style="list-style-type: none"> • Project Management Plan/Charter • Risk Management Plan • Acceptance Plan
	Review of current business and user requirements	<ul style="list-style-type: none"> • Blueprint of current processes

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			Gap Analysis	<ul style="list-style-type: none"> • Blueprint of to-be processes
			Customization of ILMS	<ul style="list-style-type: none"> • Blueprint of as-built processes
			Testing	<ul style="list-style-type: none"> • Test Plan • UAT Document (test cases/scripts) • Test Results/Error Logs • Issue Management Plan
			Acceptance	<ul style="list-style-type: none"> • Final Installation/setup program (including drivers, plug-ins, etc.) • System Architecture • E/R Diagram • List of Modules • List of Tables • Table-Module Matrix • Table Abstracts • Physical Data Model • High Level Design (HLD) • Other Technical Specifications • Signed User Acceptance Document • Vulnerability Assessment and Penetration Testing Results (made by reputable third-party service providers) • Privacy Impact Analysis Report
		Migration	Design Migration Strategy	<ul style="list-style-type: none"> • Migration Strategy Plan
			Execute Migration Strategy/Plan	<ul style="list-style-type: none"> • Migration logs and issues
		Training	Conduct of Training <ul style="list-style-type: none"> • Users' Training • System Administration • Server Configuration 	<ul style="list-style-type: none"> • Training Plan • Training Materials/Certificates • User and System Administrator manuals • System Configuration Manual

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Others	Report on project status on a monthly basis	• Monthly Status Update Report
	Review monthly project status	• Minutes of meetings
	Go Live	

For a more detailed Business and Functional Requirements of the Project, refer to Section VII. – Technical Specification/Terms of Reference of the Philippine Bidding Documents issued/posted for this Project.

Incidental Services –

The Supplier shall, to the satisfaction of the Procuring Entity, undertake the following non-functional requirements of the Project:

Migration

The migration shall cover all the Procuring Entity's legal related files available on the existing System or as identified by the Procuring Entity before the preparation of the Migration Plan.

The migration of data shall cover all master or reference data and other relevant electronic files maintained by the users.

Qualification Criteria

System:

- The ILMS should interface and be integrated with all the required systems/modules and scanning devices.
- The ILMS should be web-based system to be set-up either on-premise or via cloud application/s, which can be configured and customized, if needed, to meet specific requirements of the PDIC. Furthermore, the software should comply with the Cloud First Policy¹ of the government.
- The solution should be able to at least provide the basic functionalities and facilities for a Document Management System as specified in the

¹ DICT Circular No. 2017-002: DICT circular prescribing the Philippine government to adopt the Cloud First Policy and DICT Circular No. 010 Series of 2020: Amendments to DICT Circular No. 2017-002

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TOR, which shall be evaluated during the Post Qualification stage based on the non-discretionary "Pass" or "Fail" approach.

Supplier:

- If the Supplier is not the author/owner of the software, the Supplier should be able to present a proof of accreditation/authority to resell with an effectivity that will sufficiently cover the period of development/customization, the warranty period, and the period for the maintenance support.
- The Supplier must be able to demonstrate an operational system/set-up. Application response time using the existing facility of the Procuring Entity shall not be longer than 10 seconds regardless of the number of concurrent users logged-in.
- The members of the Project Working Team (PWT) of the Supplier must have at least two (2) years of technical experience maintaining/ supporting/ implementing their proposed solutions. The resume of the members of the PWT shall be submitted during the Post-qualification stage.
- The Supplier must have completed at least two (2) projects using the same solution being proposed within the last 5 years from the date of posting of the Invitation to Bid, involving any of the following:
 - Legal Case Management System;
 - Legal Document Management; or
 - Document Management System.
- The Supplier must have no pending case or controversy with the Procuring Entity.

Availability

- Applications running in mobile devices shall be available for use 24 hours, 7 days a week.

Confidentiality

- Encrypt communications between the user and the web application server.
- Classify data (information, transactions, audit logs, etc.) according to Integrated Data Classification and grant users with specific clearances or authorization to these data.

Response Time

- Generation of reports should display the results as follows:
 - With five (5) years of data, results should display within 2-5 seconds of runtime in peak workload
 - With more than five (5) years of data, results should display within 8-10 seconds of runtime in peak workload
- Execution of application process (user interface) should always not exceed more than 10 seconds of runtime in peak workload.
- Feedback/progress status shall be provided during delay of more than 10 (ten) seconds.
- Facility to generate/view measurement response time and store response times as logs.

Reliability

- Data update process shall roll back all related updates when any update fails to commit.

Usability

- No additional installation shall be required when using any function of the application
- Information and tools should be easy to find (e.g. icons shall be meaningful and understandable)
- Able to search how-to's and provide specific and accurate instructions

Maintainability

- Installation of new version or update shall leave all database contents and all personal settings unchanged
- Provide facilities for tracing any database field to the location or places where it is used
- Maintain a schedule for system maintenance or checkup
- Maintain a service log

Portability

- Should run in any of the top 5 web browsers (Google Chrome, Mozilla Firefox, Opera, Safari and Microsoft Edge)

Reusability

- Software must run on any type of personal computers (desktop, notebook/laptop, tablet, etc.)

General Requirements

- All outputs can be viewed on screen, printed, and saved to a file (PDF, Excel, Word, HTML, Text).
- Report writer shall be available for all other *ad hoc* reports.
- All reports (regular and ad-hoc) for printing shall be date stamped, date and time of printing, and with three signatories i.e., maker, reviewer, and approver, as applicable.
- System shall be highly parameterized in terms of business rules. This means that business rules shall not be hard coded but rather database driven for the system to be flexible and maintainable without recompiling the user interference codes, as far as practicable.
- All modules shall have the search functionality.
 - Shall have the functionality to lock, limit and edit all records/entries created.
 - Shall have the functionality to send notifications to appropriate recipients via system and e-mail (should be parameterized).
 - Shall have the facility to set turn-around time to all services within the system.

Look and Feel

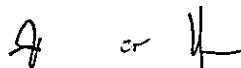
Display screen shall be maximized in an 800x600/1366x768 resolution screen but should have an auto-resize feature according to the screen resolution of the user.

Maintainability Requirements

The system shall be designed as highly parameterized in terms of business rules. This requirement means that business rules shall not be hard-coded, but rather database-driven for the system to be flexible and maintainable without recompiling the source codes.

Installation and Operations Requirements

- The ILMS shall be packaged with all the required literature and installed by the Supplier. It shall be turned-over to the Procuring Entity's IT Group for subsequent installations.
- The Supplier shall train the Procuring Entity's system support staff to be able to install and support the ILMS during actual system deployment. Training sessions for the ILMS shall include the following:
 - User Training;
 - Technical Training; and



- System Administrator Training.
- A warranty period of twelve (12) months shall commence upon issuance of a Certificate of Completion and Acceptance of the Project.
- The Supplier shall provide technical support equivalent to two (2) days per month for one (1) year. This will start upon completion and acceptance of the systems. The accumulated and unused technical support hours shall be convertible to training hours.
- The Supplier shall provide an additional one (1) year maintenance on the software and the business model, which shall commence upon the expiration of the warranty period as stated above. During the maintenance period, the Supplier shall also have provision for Service Level Agreement (SLA) of 300 hours for 12 months. This shall be used for any change requests related to the regulatory requirements on the system process or any other revision, as needed. The unused SLA hours should be convertible to training hours.
- The Supplier shall provide free software updates and upgrades for the duration of the warranty period to ensure that the system shall be free from any manufacturing defect.
- The Supplier shall provide/disclose its standard computations for the annual software maintenance and onsite/offsite technical support fees.
- The Supplier shall provide free technical support during office hours (8:30AM - 5:30PM) from Monday to Friday, except during holidays, while within the warranty period, which shall include:
 - Email and phone support
 - Online access to support tools

In case of any technical problem within the software maintenance period, a service engineer should report on-site within four (4) hours after the problem was reported to resolve the problem.

System Environment Requirements

The ILMS shall be able to operate in the hardware and software environment, which the Procuring Entity shall set-up, as specified in the table below:

Environment	Software	Hardware
Server	Windows 2016 or higher MS SQL SERVER 2019	PDIC is running in a virtualized environment.

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Internet
Information Services
(IIS) 6 or higher

Client PC /
Browser

Windows 10 or
higher
Compatible with
all browser (latest
version)
Latest Windows
Active Directory

Desktops/Notebooks –
at least Intel Core i7
Minimum of 2 GB RAM
500 GB Hard Disk

Security Requirements

- User Authentication
- Single sign-on using active directory account (creation, update, and deletion) and only registered users with appropriate access rights can access the system.
- Password of the accounts accessed thru the Active Directory shall not be stored or viewed in the application.
- Data of the application being adjoined in the URL shall be encrypted.
- The existing SOGI on Legal Assistance and Services shall be used as input in the development of the ILMS, as well as related laws, rules and regulation issued by government agencies (i.e. CSC, Supreme Court, etc.)

Assumption of Risks

- User Performance Support Requirements - Access to the ILMS is configurable which can be limited to specific workstations/computer/device and shall work with the existing network and internet access of the Procuring Entity.
- Business Requirements - The herein defined requirements are stated for purposes of estimating the extent of work and the corresponding work only. As such, shall there be a change in the business requirements during the contract period; the Supplier shall undertake such change at no extra charge to the Procuring Entity.
- Project - The Supplier shall provide manpower and technical support to the Procuring Entity for the UAT and deployment of the system.

Transportation –

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.

The Procuring Entity accepts no liability for the damage of Goods during transit. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier, the risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Delivery Period -

The Supplier shall fully and faithfully perform, undertake, and accomplish to the satisfaction of Procuring Entity all deliverables herein required within ten (10) months from receipt of the Notice to Proceed.

Intellectual Property 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.

Other Requirements -

- **Service Standard** - The Supplier shall devote, with utmost efficiency and effectiveness, its skills/ knowledge, undivided attention, and the best of its ability to the performance/fulfillment of its obligations under this Project in accordance with the best professional standards. The Supplier shall exercise all reasonable skills, care, and diligence in the discharge of its services, and shall always work in the best interests of the Procuring Entity. To this end, the Supplier shall provide such personnel, with the required qualifications and experience, towards the efficient fulfillment of the services herein required.
- **Confidentiality** - The Supplier agrees and acknowledges that the services covered by this Project may expose the Procuring Entity to confidential information and that any disclosure of such information may subject the Procuring Entity to financial, material and operational loss. Therefore, the Supplier hereby agrees as follows:

The Supplier shall protect all confidential information which the Procuring Entity provides to it (whether orally, in writing or in any other form) using the same standards as the Supplier applies to its own comparable confidential information, but in no event less than reasonable measures, and subject to the implementation of appropriate technical, physical, and organizational/administrative measures to protect personal data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure, or access.

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The Supplier, or any of its employees, agents, or representatives, shall not, either during the term of this Contract or at any time thereafter, reveal, disclose, or furnish, in any manner, to any person, firm or corporation any information, document, method, design, or material relating to the Procuring Entity, or which otherwise are in the Procuring Entity's possession or custody, which the Supplier or other members of its work staff/team, or its employees, agents, or representatives may have acquired or which came to its/ their knowledge or possession by reason of this Contract.

If any of the Supplier's employees, agents, or representatives, who has previously rendered services to the Procuring Entity, resigned or disengaged from the Supplier during the subsistence of this contract, the Supplier must inform the Procuring Entity of such fact within five (5) calendar days from resignation or disengagement of said employee, agent, or representative. The terms of confidentiality shall apply and bind the resigned or disengaged employee, agents, or representatives of the Supplier who have acquired confidential information by reason of their previous relation with the Supplier. The Supplier shall be liable for damages or injury to the Procuring Entity resulting from disclosure by them of such information, document, method, design, or material.

The Supplier shall comply with the obligations imposed on personal information processor under Section 44(b) of the Implementing Rules and Regulations (IRR) of the Data Privacy Act, and all of the provisions of the Data Privacy Act, its IRR, and circulars issued by the National Privacy Commission pertaining to the processing and retention of personal information subject of this Project, as may be applicable. The Supplier is strictly prohibited from accessing the records, making photocopies thereof, or transferring/allowing third parties access thereto without the prior written permission or instruction from the Procuring Entity.

The Supplier shall be liable for any disclosure of confidential information by its employees, agents, or representatives and other violations under the Data Privacy and Bank Secrecy Laws, without prejudice to other legal remedies available to the Procuring Entity.

All data and information related to the Project furnished by the Procuring Entity to the Supplier shall be treated with strict confidentiality and shall be returned to the Procuring Entity upon completion of the works without need of demand. The same shall not be released to third parties without the written consent of the Procuring Entity.

The Supplier agrees to assume sole responsibility and hereby undertakes to indemnify the Procuring Entity, for any damage, which the Procuring Entity may sustain by reason of breach of any of the above conditions.

Nothing in this Contract shall be deemed to limit or restrict the rights of the Procuring Entity to assert any claim for violation/infringement of

patent, copyright, trade secrets or other intellectual property rights against the Supplier.

The Supplier and its project staff may be required by the Procuring Entity to sign a confidentiality or non-disclosure agreement.

- **Relation of the Parties** - Subject to the limitation imposed on the Supplier with respect to the replacement of personnel as mentioned above, the Supplier shall be free to use any means and methods not contrary to law, regulations and the provisions and the spirit of this Contract, which it believes will best enable it to perform the contracted services. The Supplier shall not be subject to control and supervision of the Procuring Entity insofar as the means and methods to be employed by the Supplier, it being understood that the Procuring Entity is interested only in the results of the Supplier's work under this Contract. The Procuring Entity shall have the exclusive right to decide any and all questions which may arise as to the quality or acceptability of the contracted services rendered by the Supplier.
- **Event of Default** – The Supplier shall be considered in default in the event that the Supplier or any of its personnel assigned in the Procuring Entity violates or breaches any of the terms and conditions of the Contract, which includes neglecting to perform and deliver in a timely manner any of the work, duties, functions, responsibilities or obligations stipulated herein, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner.
- **Retention Right** – The Procuring Entity is hereby given a lien upon any and all monies or other properties of the Supplier which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity including, but not limited to, those left with the Procuring Entity by or for the account of the Supplier. The Procuring Entity is hereby given the right to retain the same to guarantee the payment or performance of any obligation or liability, contingent or otherwise, on the part of the Supplier under the Contract.
- **Exercise of Rights** –
 - **Alternative Remedies** – The Procuring Entity shall have the right to exercise alternatively, concurrently or cumulatively all the rights and remedies now or hereafter available under the Contract, such as, but not limited to, the forfeiture of the Supplier's Performance Security, as well as the availment by the Procuring Entity of other remedies under other applicable laws, rules and regulations.
 - **Non-Waiver of Rights** – The failure of the Procuring Entity to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that the Procuring Entity may exercise, nor shall it be construed as a waiver of any subsequent breach or

default of the terms, conditions and covenants hereof, which shall continue to be in full force and effect.

No waiver by the Procuring Entity of any of its rights hereunder shall be binding or deemed to have been made unless expressed in writing and signed by the Procuring Entity through its duly authorized agents.

- **Representations and Warranties –**

The Supplier represents and warrants to the Procuring Entity that:

TECHNICAL REPRESENTATIONS

- The software component supplied for this Project is brand new, unused, of the most recent models, and that it incorporates all recent improvements in design and materials.
- The Supplier represents that the manpower complement that it will assign to the Procuring Entity to handle the Project have the required qualifications, technical skills, and knowledge, and that they shall perform their assigned tasks with undivided attention and with utmost efficiency and effectiveness and in accordance with the best professional standards and ethical considerations. Further, the Supplier warrants that it shall exercise all reasonable skill, care and diligence in the discharge of its services, and shall always work to the best interests of the Procuring Entity. To this end, the Supplier shall provide personnel with adequate qualifications and experience, and of such number as may be required for the efficient fulfillment of the required services. The Curriculum Vitae of the members of the Project Team shall be submitted during the Post-qualification stage.
- The Supplier shall not replace key personnel without the consent of the Procuring Entity. Key personnel shall be understood to refer to the following: the Project Manager, Business Analyst, Systems Analyst, Application Architect, and Team Lead Programmer.

The Procuring Entity, however, reserves the right to demand at any time, without need to present proof or substantiate its request, the immediate replacement of any of the Supplier's personnel, staff or representative assigned to the Project who is wanting in competence, honesty, integrity, or whose services is deemed to be or will otherwise be prejudicial to the interest of the Procuring Entity.

Further, the Supplier undertakes that it shall not employ, in any capacity whatsoever, the Procuring Entity's personnel involved in the project. This prohibition shall be enforceable up to a period of two (2) years from the date of acceptance of the project by the Procuring Entity.

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- It has full knowledge of the extent of work needed for the successful implementation of the Project; and that, it shall conform strictly with all the terms and conditions of this Contract.

LEGAL REPRESENTATIONS

- It is a domestic corporation duly organized and registered, validly existing, and in good standing under the laws of the Republic of the Philippines.
- It has full legal power, authority, and right to carry on its present business. The Supplier further represents that its representative M. _____ has full legal power to sign, execute, and deliver this Contract; and that, the Supplier will comply, perform and observe the terms and conditions hereof.
- All corporate and other actions necessary to validate or authorize the execution and delivery of this Contract have been taken.
- It has all the qualifications and met all the criteria required to participate in the Project.
- This Contract, when executed and delivered, will be legal, valid, and enforceable in accordance with its terms.
- The Supplier is an accredited reseller of the software supplied, and that said accreditation shall sufficiently cover the period for development and the one-year warranty and one year maintenance subscription. For this purpose, the Supplier shall issue in favor of the Procuring Entity a certification in that regard.
- The continuous use of the system by the Procuring Entity would not amount to infringement of any patent or copyright therein. For this purpose, the Supplier shall issue in favor of the Procuring Entity a proof of entitlement, which entitlement shall encompass the entire warranty period.
- To the knowledge of the Supplier, there are no pending or threatened actions or proceedings before any court or administrative agency of any jurisdiction, which may materially or adversely affect the financial condition or operation of the Supplier or the Supplier's ability to comply with the terms and conditions of this Contract.
- If the Supplier should thereafter learn of the existence or occurrence of the same, the Supplier undertakes to report such fact to the Procuring Entity within five (5) calendar days therefrom.
- Failure to do so shall constitute sufficient ground for the cancellation of this Contract and the enforcement of remedies which the Procuring

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Entity may exercise under this Contract, pertinent laws, rules, and regulations.

- The obligation of the Supplier under this Contract, and other ancillary documents which may be executed in connection herewith, shall constitute its direct, absolute, and unconditional obligation.
- In line with Executive Order No. 398, Series of 2005, the Supplier warrants and certifies that it is free and clear of all tax liabilities to the government. Further, it binds itself to pay taxes in full and on time; and that its failure to do so shall entitle the Procuring Entity to suspend payment for any goods and services delivered by the Supplier. Towards this, the Supplier shall regularly present to the Procuring Entity its tax clearance from the Bureau of Internal Revenue (BIR), as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

WARRANTIES

- It warrants to the Procuring Entity, in an unconditional, unqualified, absolute, full, and direct manner, the Project against incompatibilities or any defect, hidden, inherent, or otherwise, which would render them unfit for the use for which it is intended, or which would diminish the fitness of its use to the extent that, had the Procuring Entity been aware thereof, it would not have acquired/accepted the same.

It also warrants to the Procuring Entity, in an unconditional, unqualified, absolute, full, and direct manner, that the Project upon its completion, shall be free from any defects arising from poor design/ workmanship, inferior/substandard materials, or from any negligent act or omission of the Contractor that may develop during the normal use of the same.

- It warrants that, unless authorized in writing by the Procuring Entity, any updates/upgrades, algorithm or code associated with the services provided to the Procuring Entity, regardless if pre-existing or developed for the Procuring Entity, shall:
 - contain no code and/or services, catering for unauthorized functionality, e.g., malware, backdoor, unauthorized remote access to or from the Procuring Entity's Network;
 - not alter, damage, or erase any data or computer programs without control of the authorized person; and
 - contain no key, node lock, time-out, or other functions, whether implemented by electronic, mechanical, or other means, that restricts or may restrict the Procuring Entity's use or access to any programs or data developed relative to the project.

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- The acceptance of the Project by the Procuring Entity shall not, at any given time, be deemed a waiver of any causes of action which the Procuring Entity may subsequently exercise by reason of any defect maintenance and support services provided by the Supplier.

Miscellaneous Provisions –

- **Severability** – If any provision of the Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.
- **Binding Effect/Assignment of Rights** – The Contract shall be binding upon the Supplier, its partners, successors-in-interest, legal representatives and assigns. The foregoing notwithstanding, the Supplier shall not in any way assign, subcontract, or transfer its rights and obligations under the Contract without the written approval of the Procuring Entity.
- **Entire Agreement** – The provisions of this SCC, together with all the documents attached and/or incorporated thereto, and/or referred to therein, constitutes the entire obligation of the parties with respect to the subject matter hereof and shall supersede any prior expression of intent or understanding, whether verbally or in writing, with respect to this transaction.

For this reason, the parties shall endeavor to interpret the various provisions of this SCC and other related Bid Documents in a manner that will render all of those provisions valid and enforceable. In case of conflict between the provisions of the Bid Documents and the provisions laid out in this SCC, the latter shall prevail.

- **Other Documents** – The parties agree to provide further assistance and execute such documents as may be necessary or reasonably desirable to accomplish the intents and purposes of the Contract.
- **Transfer of Location** - The transfer of the principal office of either party to any place, area or building in Metro Manila shall not affect the terms and conditions of the Contract.
- **OGCC Review** – The provisions of this SCC shall be submitted to the Office of the Government Corporate Counsel (OGCC) for its review prior to execution pursuant to Memorandum Circular No. 2018-02 issued by the Governance Commission for Government Owned and Controlled Corporations. Any and all comments of the OGCC as a result of its review shall be deemed incorporated in this SCC, as may be appropriate.

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- **Contra Preferentem** – This Contract is not to be interpreted or construed against the interest of the Procuring Entity merely because the latter prepared and drafted the Contract.
- **Dispute Resolution** – In case any dispute or disagreement of any kind whatsoever arises between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve such dispute or disagreement amicably by mutual consultation. During this stage, the parties may seek advice or assistance from their respective experts on any technical or legal issues involving interpretation of the provisions of the contract, delayed completion, additional works, quantities, inflation, and other issues. Any negotiated agreement shall be made in writing and properly executed by, or on behalf of, the parties.

If after thirty (30) calendar days, the parties have failed to resolve their dispute or difference by mutual consultation, then either the Procuring Entity or the Supplier may give notice to 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.

Any dispute or disagreement in respect of which a notice to commence arbitration has been given in accordance with this Clause shall be settled by arbitration.

Arbitration may be commenced prior to or after the delivery of the services under this Contract.

In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (RA 9285), otherwise known as the "Alternative Dispute Resolution Act of 2004".

Notwithstanding any reference to arbitration herein, the parties shall perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier unless the issue involved will render the Contract void.

- **Attorney's Fee** - In the event that the Procuring Entity is compelled to commence arbitration or to seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees, by way of indemnity, and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration, whichever is higher, aside from the costs of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.
- **Venue for Suit** - Whenever necessary to promote Arbitration or to seek judicial relief, the Procuring Entity and the Supplier agree that any legal

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	<p>action, suit or proceeding arising out or relating to the Contract may be instituted in any competent court in Makati City, to the exclusion of all other courts of equal jurisdiction.</p> <ul style="list-style-type: none"> • Governing Law and Language - This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines. <p>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.</p> <ul style="list-style-type: none"> • Notices - Any notice, request, report, and such other matters related to this Contract which are required or permitted to be given hereunder shall be in writing and shall be personally delivered or transmitted by registered mail with postage prepaid to the parties as follows: <p style="text-align: center;">To the Procuring Entity : To the Supplier :</p> <ul style="list-style-type: none"> • Termination for Convenience and Insolvency. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience, subject to procedures laid down in 2016 RIRR of R. A No. 9184 on termination of contract, if it has been determined by the Procuring Entity that the continuance of this Contract would be economically, financially or technically impractical and/or unnecessary on the part of the Procuring Entity such as, but not limited to fortuitous event(s), changes in law or the Procuring Entity's or the national government policies. <p>Further, 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.</p>
2.2	<p>Terms of Payment:</p> <p>a. In consideration of the required services to be provided by the Supplier to the Procuring Entity by reason of this Contract, as well as its compliance with all the terms and conditions of this Contract, the Procuring Entity agrees to pay the Supplier the total amount of _____ (Php _____), Philippine currency, inclusive of all applicable taxes (EVAT and all other related</p>

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taxes) and other government mandated fees and other applicable fees and charges, for the execution and completion of the Project, including the incidental services, materials, equipment, accommodation, and operational expenses, and the remedying of any defects therein.

b. The consideration/contract price referred to above shall be paid through progress billing. Each and every payment herein specified shall be net of any and all amounts required by law or this Contract to be retained or deducted by the Procuring Entity or paid by or charged against the Supplier under the terms of this Project. Payment shall be made according to the following schedule:

Milestones	Progress Billing (% of Contract Price)	Documentary Requirements/Deliverables
1. Mobilization & Delivery of Software and submission & approval of Project Plan	15%	<ul style="list-style-type: none"> • Delivery/Acceptance of Software Licenses • Project Management Plan/Charter • Issue Management Plan • Acceptance Plan
2. Submission and approval of Blueprints	10%	<ul style="list-style-type: none"> • Blueprints of current, Gap Analysis, and to-be processes
3. Completion of data build-up and migration of PDIC data as per Section IV of this TOR.	15%	<ul style="list-style-type: none"> • Migration Strategy Plan • Migration Logs and Issues • Completed migration of PDIC data
4. Completion of UAT, using actual/dummy data and delivery of hardware	15%	<ul style="list-style-type: none"> • Test Plan • Issue Management Reports • UAT Document (test cases/scripts and user acceptance) • Test Results/Error Logs • Delivery/Acceptance of hardware
5. Completion of ILMS customized application	15%	<ul style="list-style-type: none"> • Blueprint of as-built process including all changes/revisions to the original to-be process

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6. Completion of Training	10%	<ul style="list-style-type: none"> • Training Plan • Training Materials/Certificates • User and System Administrator manuals • Server Configuration manual • Final Blueprint of As Built, addressing all issues that surfaced during the UAT and training
7. Final Acceptance	20%	<ul style="list-style-type: none"> • Final Installation/setup program (including drivers, plug-ins, etc.) • System Architecture • E/R Diagram • List of Modules • List of Tables • Table-Module Matrix • Table Abstracts • Physical Data Model • High Level Design (HLD) • Other Technical Specifications • Source code made for PDIC (not executable file) • Signed User Acceptance Document • Privacy Impact Assessment (PIA) Report

c. Each and every payment herein specified shall be subject to favorable evaluation by the Procuring Entity of the Supplier performance. Payment shall be made by the Procuring Entity not later than fifteen (15) calendar days from receipt of the billing statement, and after issuance by the Procuring Entity of the Certificate of Satisfactory Completion of all the deliverables/ outputs turned in by the Supplier for the corresponding year. Completion shall be understood to mean compliance by the Supplier of all of the standards/requirements set for the Project as determined by the Procuring Entity. For purposes of this provision, the Supplier hereby acknowledges that the Procuring Entity shall be the final arbiter on the acceptability and sufficiency of the Supplier's deliverables and completed outputs.

d. All payments made under this Contract shall be subject to any and all amounts required by law or this Contract to be retained or deducted by

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the Procuring Entity or paid by or charged against the Supplier under the terms of this Contract, and subject to the Procuring Entity's and government accounting rules and regulations which shall include, among others, the Commission on Audit (COA) Circular No. 2012-001 (Prescribing the Revised Guidelines and Documentary Requirements for Common Government Transaction).

- e. The Procuring Entity, at no additional cost to it, has the option to amend or modify the schedule provided above.
- f. Notwithstanding the issuance of the corresponding certificate of completion mentioned above, no progress/partial/installment payment shall be construed as a waiver or relinquishment of the right of the Procuring Entity to demand the return of any of the payments made by the Procuring Entity to the Supplier by reason of the latter's failure to correct, repair, or remedy any defect discovered and/or which become apparent during the progress of work on the Project or in the event that the Supplier violates or breaches any of the terms and conditions of this Contract.
- g. The Procuring Entity, at no additional cost to it, has the option to amend or modify the schedule provided above.

3.

Performance Security:

The performance security posted in favor of the Procuring Entity in the form prescribed by law must be valid, sufficient, and effective for the entire Contract/Project Duration, inclusive of change order/extra work order/variation order, if any. The Supplier shall cause the extension of the validity of the performance security and its sufficiency to cover the approved contract time extension, if any, until the issuance by the Procuring Entity of the certificate of completion of the Project. The Supplier shall furnish the Procuring Entity with the corresponding proof thereof prior to the commencement of the contract time extension/change order/extra work/variation order, as the case may be.

The Supplier shall cause the extension of the validity of the performance security to cover the approved contract time extension, if any, and furnish the Procuring Entity with the corresponding proof thereof.

In the event that the performance security posted by the Supplier would be deemed inadequate, unacceptable, or otherwise rendered unenforceable or invalid at any time prior to the issuance of the Certificate of Completion, the Procuring Entity shall have the right to require the Supplier, and the Supplier shall have the obligation, to post another performance security in the form and amount determined by the Procuring Entity and allowed under existing laws and regulations.

	<p>If the performance security falls below the minimum amount required at any time prior to the issuance of the certificate of full completion, the Supplier shall post additional performance security to bring it to the required level.</p> <p>The performance security shall answer for any damage that the Procuring Entity may suffer by reason of the Supplier's default of any of its obligations and/or breach of the terms and conditions of this Contract and shall likewise guarantee payment for any loss, damage, or injury that may be caused by the Supplier to the Procuring Entity, its employees and guests. Any changes made in this Contract shall in no way annul, release or affect the liability of the Supplier and the performance security.</p> <p>The performance security shall only be released upon the Procuring Entity's issuance of the Certificate of Completion, which Certificate shall be issued only after the Supplier's full and faithful performance of its obligations under this Contract, and subject to the following conditions:</p> <ul style="list-style-type: none"> • The Procuring Entity has no claim against the Supplier or the surety company; • The Procuring Entity has no claim for labor and materials against the Supplier; and • The Supplier has faithfully and completely performed its obligations under this Project. <p>The Procuring Entity is hereby given a lien upon any and all monies or other properties of the Supplier, which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity, including without limitation to those left with the Procuring Entity by or for the account of the Supplier. The Procuring Entity is given the right to retain the same to guarantee the payment or performance of any and all liability of the Supplier under this Project, contingent or otherwise, which the Procuring Entity may be held jointly or solidarily liable.</p>
4.	<p>Inspection and Test:</p> <p>The inspections and tests shall be conducted at the Project Site by the Procuring Entity's Information Technology Group to determine whether the output faithfully meets the minimum requirements specified for the Project.</p>
5.	<p>Warranty:</p> <p>To assure that defects on the Project shall be corrected by the Supplier, the Supplier shall provide a one (1) year warranty on the System, which shall be reckoned from the date of the Procuring Entity's issuance of the Certificate of Full Completion and Acceptance of the Project.</p> <p>To ensure the full and faithful compliance by the Supplier of all the terms and conditions of this Contract as well as to cover for any defects on the Project, a retention money or a special bank guarantee equivalent to at least one percent (1%) of the total amount due to the Supplier shall be deducted/retained or posted in favor of the Procuring Entity by the Supplier.</p>

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	<p>The retention money or the special bank guarantee shall be released to the Supplier only after the Procuring Entity shall have issued a Certificate of Full Acceptance for the Project, which Certificate shall be issued only after the lapse of the warranty and maintenance support period; and provided, further, that the Project delivered and supplied under this Contract, are free from patent and latent defects, and all conditions imposed under this Contract have been fully met.</p>
6.	<p>Liability of the Supplier:</p> <p>In the event that the Supplier violates or breaches any of the terms and conditions of the contract, which includes neglecting to perform and deliver within the prescribed period any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner, the Supplier shall be liable in any or all of the following consequences of default:</p> <ul style="list-style-type: none"> a. Forfeiture of Performance Security - The performance security shall be forfeited in favor of the Procuring Entity in the event that the Supplier is in default or breach of its obligations under the contract and shall answer for any loss, damage or injury caused to the Procuring Entity as a result of the willful, unlawful or negligent act or omission of the Supplier or any of the Supplier's representative. b. Liquidated Damages and Penalties – The Supplier shall, without need of demand, be liable for damages for such default and shall pay the Procuring Entity liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay or breach. In the event that the total sum of liquidated damages or the total cost to the Procuring Entity of any such delay or inability by the Supplier to deliver its obligations reaches 10% of the contract price, the Procuring Entity may, at its option, (i) proceed to terminate the contract in accordance with the procedures laid down in Annex I of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, or (ii) allow the Supplier to continue and complete the Project subject to continuous accrual and imposition of liquidated damages, by way of penalty, at the rate herein prescribed until such services are finally delivered and accepted by the Procuring Entity. <p>The Procuring Entity need not prove that it has incurred actual damages to be entitled to remedies above provided. Furthermore, the Procuring Entity reserves the right to deduct any and all of the damages/penalties from any money due or payments which may become due to the Supplier under the terms of the contract and/or from the securities/warranties filed/submitted by the Supplier as the Procuring Entity may deem convenient and expeditious under the prevailing circumstances.</p>

- c. **Stoppage of Work/Payment** - The Procuring Entity shall have the right to stop, in whole or in part, any of the work or payment due under the contract in the event of default on the part of the Supplier to perform its obligations under the contract.
- d. **Take-over of Contract** - The Procuring Entity shall have the right to procure/engage, upon such terms and manners as the Procuring Entity shall deem appropriate, the services of another supplier to undertake the unperformed/undelivered service(s) of the supplier pursuant to the provisions of the IRR of R.A No. 9184. Any expenses that may be incurred to engage another supplier shall be for the exclusive account of the Supplier. The Supplier shall likewise be liable to pay for all the incremental expenses that the Procuring Entity may incur to fully complete the Project.
- e. **Termination of Contract** - In the event that such delay, default, failure or refusal to deliver or perform any or all of the goods or services within the limit prescribed herein, including with any extension thereof granted, if any, the Procuring Entity shall have the right to terminate the contract, subject to provisions of Annex I of the IRR of R.A No. 9184.

Upon the commencement of the termination, the Supplier shall stop the work immediately, in case no prior work stoppage has been issued by the Procuring Entity against the Supplier. The Supplier shall also turn over all documents/records which came to its possession by reason of the contract.

- f. **Blacklisting of the Supplier** - Upon termination of the contract due to default of the Supplier, the Procuring Entity shall have the right to issue a Blacklisting Order disqualifying the Supplier from participating in the bidding of all government projects during the period of suspension.
- g. **Non-exclusivity** - The sanctions and remedies mentioned herein shall be understood to be without prejudice to other rights that the Procuring Entity may exercise under the contract, pertinent laws, rules, and regulations.
- h. **Indemnity** - The Supplier agrees to indemnify the Procuring Entity against any and all loss, injury or damage either to person or property which the Procuring Entity may suffer by reason of the willful misconduct, unlawful or negligent act or omission of the Supplier or any of its personnel or representative.

The indemnity required herein shall be in addition to the foregoing remedies and sanctions which the Procuring Entity may exercise under the contract, pertinent laws, rules, and regulations.

Force Majeure:

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*.

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 Supplier 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 Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemic, quarantine restrictions, and freight embargoes.

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*.

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CONTRACT AGREEMENT
(Procurement of Integrated Legal Management System)

This *Contract Agreement* (hereinafter referred to as the "**Contract**") is made and entered into on this __ day of _____, 2024 at _____, by and between:

PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC), a government instrumentality created and existing by virtue of Republic Act No. 3591, as amended, with principal office address at SSS Bldg., 6782 Ayala Avenue cor. Rufino St., Makati City, Metro Manila, hereinafter referred to as the "**PROCURING ENTITY**", represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by Board Resolution No. _____, attached as **Annex "A"**

- and -

_____, hereinafter referred as the "**SUPPLIER**", a (*corporation, partnership, or sole proprietorship*) duly organized and existing under and by virtues of the laws of the Republic of the Philippines, with principal office address at _____, duly represented herein by its (*designation*), (Full Name of Counterparty's Authorized Representative), duly authorized for the purpose of this Contract as evidenced by the (*Special Power of Attorney or Corporate Secretary's Certificate or Board Resolution No. _____*), attached as **Annex "B"**

The **PROCURING ENTITY** and the **SUPPLIER** shall be collectively referred to as the "**PARTIES**".

ANTECEDENTS:

The **PROCURING ENTITY** needs to procure a web-based Integrated Legal Management System (ILMS) to be set up either on-premise or via cloud which shall cover the processes necessary for the effective and timely delivery of legal assistance and services by the **PROCURING ENTITY's** Legal Affairs Sector (LAS);

(Hereinafter referred to as the "**Project**")

The Project aims to streamline the LAS processes and ensure accurate recording, retrieval, and verification of all LAS-related transactions. The ILMS, as



envisioned, shall fully automate the retrieving, classification, monitoring, releasing, recording, storage, and report operation in relation to the legal services provided by the Procuring Entity's LAS.

(For more detailed requirements of the Project, refer to the Section IV of the Terms of Reference/Technical Specifications.)

The procurement of the Project was included in the _____ PDIC Corporate Operating Budget pursuant to Board Resolution No. _____ dated _____ and the fund for the approved budget has been allotted, set aside, and made available for the said services, as evidenced by a Certification for Budget and Fund Availability, which is attached as Annex "C" of this Contract;

For the procurement of the Project, a public bidding was conducted by the **PROCURING ENTITY** pursuant to the provisions of Republic Act No. 9184 (The Government Procurement Reform Act);

In the public bidding held for the purpose, and after due evaluation and conduct of post-evaluation, the **SUPPLIER's** bid in the amount of PESOS: _____ (Php, _____), Philippine currency, was found to be the Lowest Calculated and Responsive Bid, and offered the most advantageous terms and conditions to the **PROCURING ENTITY**;

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to below;
2. The following documents attached as **Annex D** of this Contract are required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral parts of the Contract, viz:
 - Philippine Bidding Documents (PBDs);
 - Schedule of Requirements;
 - Technical Specifications;
 - General and Special Conditions of the Contract; and
 - Supplemental or Bid Bulletins, if any.
 - The winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - *Other Bid documents, including the Bid Form, all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), as well as corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;*



- Performance Security;
- Notice of Award of Contract and the Bidder's *conforme* thereto; and
- Other contract documents that may be required by existing laws and/or the PE concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for execution or submission after the contract execution, such as the Notice to Proceed, Variation Orders, Warranty Security shall likewise form part of the Contract.

3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SUPPLIER** in the amount of **PESOS: _____ (Php. _____)**, Philippine currency (hereinafter referred to as the "Contract Price"), the **SUPPLIER** hereby covenants with the **PROCURING ENTITY** to provide the outputs and deliverables as specified in the Terms of Reference, and to remedy defects therein in accordance with its Bid and under this Contract; and
4. The **PROCURING ENTITY** hereby covenants to pay the **SUPPLIER** in consideration of the services rendered and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract in accordance with the terms of the Bidding.

IN WITNESS WHEREOF, the PARTIES have hereunto affixed their signatures on the date and place as stated below their respective signatures.

**PHILIPPINE DEPOSIT
INSURANCE CORPORATION
PROCURING ENTITY**

By:

Date: _____
Place: _____

SUPPLIER

By:



Date: _____
Place: _____

SIGNED IN THE PRESENCE OF:

A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S

BEFORE ME, a Notary Public, for and in the City of Makati on this __ day of _____, 2024, appeared personally the following:

<u>Name</u>	<u>Government ID Nos.</u>	<u>Date/Place Issued</u>
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PHILIPPINE DEPOSIT
INSURANCE CORPORATION
Represented by:

Represented by:

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as the entities they represent, and that they are duly authorized to sign the same.

This instrument refers to a CONTRACT AGREEMENT (*Procurement of Integrated Legal Management System*) consisting of _____ (____) pages, including this page where the acknowledgment is written, signed on each and every page hereof by the parties and their instrumental witnesses and thereafter sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above-written.

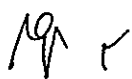
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Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024.

CERTIFICATION

This is to certify that this Contract was reviewed by the Office of the Government Corporate Counsel under Contract Review No. ____, Series of 2024, dated _____.



Section VII. Technical Specifications/Terms of Reference

Notes for Preparing the Technical Specifications

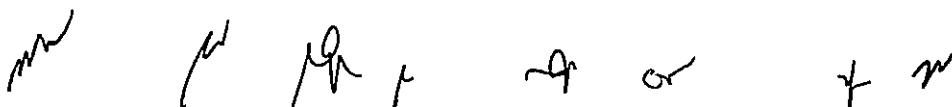
A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

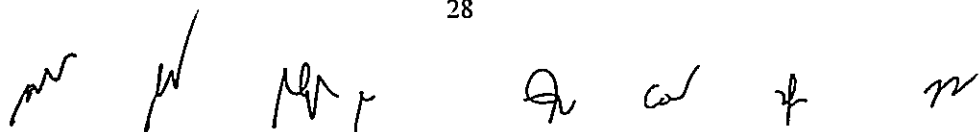
Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.



Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

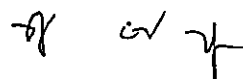
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Section VII. -Technical Specifications

Item	Specification	Statement of Compliance
1.	<p>The Project involves the acquisition, customization, and/or development of a web-based Integrated Legal Management System (ILMS) to be set up either on-premise or via cloud which shall cover the processes necessary for the effective and timely delivery of legal assistance and services by the Procuring Entity's Legal Affairs Sector (LAS);</p> <p>The Project aims to streamline the LAS processes and ensure accurate recording, retrieval, and verification of all LAS-related transactions. The ILMS, as envisioned, shall fully automate the retrieving, classification, monitoring, releasing, recording, storage, and report operation in relation to the legal services provided by the Procuring Entity's LAS.</p> <p><i>(For the functional/business and non-functional requirements of the ILMS, refer to the Terms of Reference issued/posted for this Project).</i></p>	<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by</i></p>

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		<p>evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</p>
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Submitted by:

Name and Signature of the Authorized Representative

Designation:

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TERMS OF REFERENCE

PROJECT	: INTEGRATED LEGAL MANAGEMENT SYSTEM (ILMS)
PROPOSED ABC	: PhP 19,191,000.00
LOCATION OF PROJECT	: MAKATI CITY

November 2023

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1.0 AGENCY BACKGROUND

The Philippine Deposit Insurance Corporation is a government instrumentality created in 1963 by Republic Act 3591, as amended, to insure the deposits of all banks. The PDIC exists to protect depositors by providing deposit insurance coverage for the depositing public and help promote financial stability.

The PDIC is tasked to strengthen the mandatory deposit insurance coverage system to generate, preserve, maintain faith and confidence in the country's banking system; and protect it from illegal schemes and machinations.

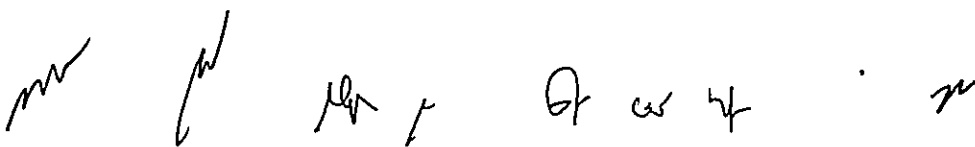
2.0 DEFINITION OF TERMS AND ACRONYMS

- Functional Specifications Document¹ – used to describe a product's intended capabilities, appearance, and interactions with users in detail for software developers. The functional specification is a kind of guideline and continuing reference point as the developers write the programming code.
- Gap Analysis² – a method of assessing the differences between the business requirements and a proposed system, including the steps to be taken to ensure that the former is met successfully.
- Technical Specifications Document – a document that describes how the functionalities specified in the Functional Specifications Document is to be implemented in code.
- Web Based Application³ - also called a web app, is an application software that runs on a web server and accessed by users through a web browser with an active network connection.

¹ <https://www.techtarget.com/searchsoftwarequality/definition/functional-specification>

² <https://www.webopedia.com/definitions/gapanalysis/>

³ <https://www.techopedia.com/definition/26002/web-based-application>



ACRONYMS

AD	Active Directory
BR	Business Requirements
CCMS	Court Case Monitoring System
CSC	Civil Service Commission
DMS	Document Management System
DOJ	Department of Justice
EC	External Counsel
EMS	Evidence Management System
EOL	End of Life
FFI	Fact Finding Investigation
FR	Functional Requirements
ILMS	Integrated Legal Management System
LAS	Legal Affairs Sector
LOMS	Legal Opinion Management System
LSR	Legal Services Request
NTP	Notice to Proceed
OGC	Office of the General Counsel
PDIC	Philippine Deposit Insurance Corporation
SLA	Service Level Agreement
TAT	Turn Around Time
UAT	User Acceptance Testing

3.0 OVERVIEW OF CURRENT & RELATED SYSTEMS

Presently, the PDIC maintains semi-automated processes, Microsoft Access-based programs and Microsoft Excel-based for its information systems necessary for the provision of legal services and performance of legal functions. The following are the information systems/worksheets used by the LAS:

3.1 Court Case Monitoring System (CCMS)

This system is the repository of all cases handled by LAS. It contains details of the cases (i.e., CCMS control number, case title, docket number, venue, nature of the case, status of the case, bank involved, case history, etc.).

The LAS uses the CCMS to check the status, history, and other information related to a particular case. The CCMS is an important tool for lawyers in handling of cases assigned to them. The system provides information on the caseload of each lawyer. Likewise, the information available in the CCMS is used as reference by client sectors as input in their decision-making processes.



The CCMS was developed in-house using Microsoft Access.

3.2 External Counsel (EC) Bill Tracker

The EC Bill Tracker is a Microsoft Access program that provides information on billings made by external counsel to PDIC. Since EC Bill Tracker is in Microsoft Access file format, manual encoding of data is required.

System is a stand-alone system.

3.3 Legal Opinions Management System (LOMS)

The LOMS is a repository of legal opinions issued by LAS until 2009 with links to the full copy of the law/s or jurisprudence being cited.

3.4 Lex Libris

The Lex Libris is a subscription-based and web-based electronic legal library system that contains law-related materials. This is used by LAS as reference for all its legal research.

3.5 Electronic Filing Archiving and Retrieval System (EFARS)

EFARS manages stored records through an organized index system for fast search and retrieval of records. It allows a secured sharing of electronic records within and outside the office.

The EFARS was implemented using the Documentum platform (Document Management System). It is currently installed in a VMware virtual machine with Windows Server 2008 as the operating system and MS-SQL Server 2012 as the database.

Each sector is provided with a storage space, where documents in its electronic format are stored and made available to authorized users.

3.6 Excel base facility/database

3.6.1 Accredited External Counsel (EC) Database

This serves as the database of external counsels engaged by the PDIC with information on cases handled by each EC, as well as monitoring of payments of billings for services rendered.

The EC Database is in Microsoft Excel spreadsheet. There are no defined reports in the EC database. Needed information are extracted from the worksheets to generate required reports.

3.6.2 Evidence Management System (EMS)

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The EMS maintains a record of all evidence gathered and produced by the LAS in support of the complaint/s filed against closed banks' officers/employees for commission of fraud, anomaly, or irregularity, under its custody.

3.6.3 Fact Finding Investigation (FFI) Database

The FFI Database contains records of all referrals for investigation, including information such as status of the referral, amount involved, bank involved, handling lawyer, and case details. It is in Microsoft Excel format

3.6.4 Monitoring Sheet

The Monitoring Sheet is a Microsoft Excel spreadsheet that records all incoming and outgoing documents referred to the LAS. The Monitoring Sheet provides information on the assignment of the referrals and their status. Authorized personnel can access and edit the shared spreadsheet, but not simultaneously.

3.6.5 Record Tracer

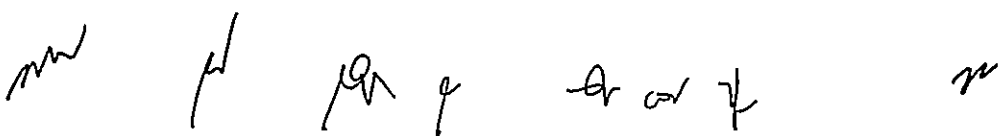
The Record Tracer serves as the record of the location of the case records stored in the LAS Records Room or in the warehouses for easy retrieval. It is in Microsoft Excel format and uses the CCMS as reference.

4.0 OBJECTIVES

To procure an Integrated Legal Management System (ILMS) that shall cover the processes necessary for the effective and timely delivery by the LAS of legal assistance and services to the Corporation. The ILMS shall have the following:

General Features:

- 4.1 Be centralized and shall cover all services provided by the LAS to the Corporation.
- 4.2 Be secured with a capability to limit access to authorized personnel only, especially with respect to sensitive and confidential information.
- 4.3 Have a facility for receiving or uploading referrals and related documents and the releasing of outputs and deliverables.
- 4.4 Have a facility accessible to all in LAS to draft, revise, submit, approve all outputs and deliverables, or reject, modify, or otherwise act on requests for legal assistance and services.
- 4.5 Have a database to record and contain all incidents relating to all referrals and cases to facilitate the monitoring of their status and progress with links to pertinent documents and records.
- 4.6 Have the capacity to promptly generate automated and accurate data and reports.
- 4.7 Have an automated system for determining and computing legal costs.
- 4.8 Have a portal to access legal references.



- 4.9 Have a digital storage system that will facilitate the filing and retrieval of documents and records.
- 4.10 Have the capability to interface with all other existing systems of the Corporation as deemed necessary and integrate all existing electronic systems of the LAS, and should be compatible with other major systems of the Corporation.

To realize the above objectives, the project herein envisioned shall include the acquisition, customization, or development of a web-based Integrated Legal Management System that shall cover all legal services and assistance referred to LAS.

This is in support of the continuous efforts to improve service delivery and productivity throughout the Corporation.

5.0 PROJECT SCOPE AND DELIVERABLES

This section defines the scope of work and deliverables of the proposed ILMS, which shall include, but not limited to, the following:

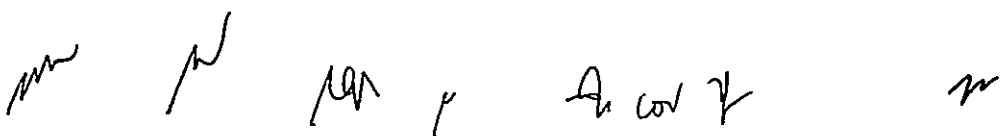
Software. It is the base system to be acquired, customized, or developed by the Service Provider in accordance with the business and functional requirements of the LAS as specified under Section 6: Business Requirements and Functional Requirements. Minimum licenses to be provided as specified in the table below.

Implementation Services. The services shall encompass a series of implementation activities which include, among others, submission of approved project plans, review of current requirements, gap analysis, customization of the base system and documentation of the user tested and accepted final version of the system.

Migration. Migration is the conversion of existing LAS electronic data/records, as applicable, to the appropriate format and uploading to the ILMS. Please see Section 7.2 Migration of Existing Data/Data Build-up.

Training. There will be two types of training, one for the users and another for technical support. The users' training aims to have the participants gain knowledge of how the system works. It shall be conducted in two stages. The first one has the application testers as target participants and the other one for all the users of the system.

Others. All other project activities, like Project Status update meetings, monthly status reporting, and Go-Live strategies are documented and reported. The output documents shall form part of the official references of the project.

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	ACTIVITIES	DELIVERABLES
Software	Acquisition and/or Customization of a Document Management System; and Development of the Legal Management System	<ul style="list-style-type: none"> ◦ Details of software/modules ◦ Appropriate number of users to cover the required usage of the system in consonance with the users of peripheral systems, broken-down as follows: <ul style="list-style-type: none"> Heavy users (LAS) - 69 Light users (Requesting Units) - 31 Admin Account - 1 ◦ Subscription to Online Legal Information/reference for 20 concurrent users ◦ Source code made for PDIC (not executable file) ◦ All other software licenses required to ensure the successful implementation of ILMS
Implementation Services	Project Planning Activities	<ul style="list-style-type: none"> ◦ Project Management Plan/Charter ◦ Risk Management Plan ◦ Acceptance Plan
	Review of current business and user requirements	<ul style="list-style-type: none"> ◦ Blueprint of current processes
	Gap Analysis	<ul style="list-style-type: none"> ◦ Blueprint of to-be processes
	Customization of ILMS	<ul style="list-style-type: none"> ◦ Blueprint of as-built processes
	Testing	<ul style="list-style-type: none"> ◦ Test Plan ◦ UAT Document (test cases/scripts) ◦ Test Results/Error Logs ◦ Issue Management Plan
	Acceptance	<ul style="list-style-type: none"> ◦ Final Installation/setup program (including drivers, plug-ins, etc.) ◦ System Architecture ◦ E/R Diagram ◦ List of Modules ◦ List of Tables ◦ Table-Module Matrix ◦ Table Abstracts ◦ Physical Data Model ◦ High Level Design (HLD) ◦ Other Technical Specifications ◦ Signed User Acceptance Document ◦ Vulnerability Assessment and Penetration Testing Results (made by reputable third-party service providers) ◦ Privacy Impact Analysis Report
Migration	Design Migration Strategy	<ul style="list-style-type: none"> ◦ Migration Strategy Plan

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	Execute Migration Strategy/Plan	<ul style="list-style-type: none"> Migration logs and issues
Training	Conduct of Training <ul style="list-style-type: none"> Users' Training System Administration Server Configuration 	<ul style="list-style-type: none"> Training Plan Training Materials/Certificates User and System Administrator manuals System Configuration Manual
Others	Report on project status on a monthly basis	<ul style="list-style-type: none"> Monthly Status Update Report
	Review monthly project status	<ul style="list-style-type: none"> Minutes of meetings
	Go Live ⁴	

⁴ Implementation strategies may be done in phases, as maybe agreed with the PDIC PWT.

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6.0 BUSINESS AND FUNCTIONAL REQUIREMENTS

BUSINESS REQUIREMENTS (BRs)	FUNCTIONAL REQUIREMENTS (FRs)	
BR # 1	<p>LEGAL SERVICES PORTAL</p> <p>System must have a portal where requests (internal/external) for legal assistance and services received by LAS will be encoded.</p>	
	FR # 1	<p>Reference Number Generation</p> <ol style="list-style-type: none"> 1. Shall have the capability to generate unique reference or tracking number for every legal services request (LSR) 2. Shall have the capability to use the same reference number(s) for related to, or connected with, the previously submitted LSR
	FR # 2	<p>Case Folder and Category</p> <ol style="list-style-type: none"> 3. Shall have the capability to generate legal service request record file folders. All documents shall be grouped and consolidated into their respective electronic case folders stored in the Document Management System (Note: 1 reference 1 folder) 4. Shall have the facility to select nature of the LSR such as but not limited to the following: <ol style="list-style-type: none"> a. Preparation and drafting of Legal Opinions b. Issuance of Legal Advice/Counsel c. Conduct of Legal Study/Research and property review d. Drafting and/or review of proposed legislative measures e. Drafting of position papers/comments on pending bills affecting the PDIC and its stakeholders f. Investigation g. Regulatory Issuances h. Contracts i. Letters/ correspondence, memoranda j. Other forms of legal assistance. 5. Shall have the functionality to display the required documents for every LSR (to be defined during implementation)

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		<p>6. Shall have the capability to evaluate completeness of the required documents (Note: only request with complete documents shall be accepted)</p> <p>7. Shall have the facility to accept attachments in any format (e.g.PDF, MS Word, MS Excel, audio, MP4, MOV) to specific case folders.</p>
	FR # 3	<p>Workflow/Approval/Case Assignment</p> <p>8. Shall have workflow (maker/approver) process.</p> <p>9. Shall have the capability to automatically assign⁵, and/or allow the Office of the General Counsel (OGC) to assign the LSR to the proper Group and the Group Heads to the appropriate unit and handling lawyer.</p> <p>10. Shall have the capability to split one LSR to two or more LSR and/or combine two or more LSR as may be necessary.</p> <p>11. Shall have the capability to assign one LSR to one/more handling unit/lawyer(s)</p>
BR # 2	<p>LEGAL SERVICES MANAGEMENT SYSTEM</p> <p>The system will facilitate the processing, monitoring and management of cases handled by the LAS. It will have a dashboard which will allow authorized LAS personnel, to view cases assigned, current workload, pending deadlines and other case details for their information and appropriate action. Access levels and other security features will be configured to ensure confidentiality. The exchange of case documents and the eventual storage thereof will be done electronically.</p>	
	FR # 4	<p>Monitoring of LSR</p> <p>1. Shall have the capability to access the electronic folders and sub-folders created in the Service Desk Portal containing case files classified according to the nature of LSR.</p> <p>2. Shall have the facility to manage and monitor all LSR received by LAS thru a dashboard, with the level of details, depending on the access level. (sector, group, department, handling lawyer)</p> <p>3. Shall have the functionality to retrieve and update records information from a centralized record repository.</p>

⁵ Assignment shall be based on current load and experience of handling lawyer.

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		<ol style="list-style-type: none"> 4. Shall have the capability to set/send alerts and notifications based on certain set parameters to concerned lawyers for the following reminders: <ol style="list-style-type: none"> a. Deadline (TAT) for submission of legal outputs/documents b. Schedule of hearing/meetings c. Deadline after receipt of court's decision in the absence of appeal/motion for reconsideration/pleading d. Changes in case details 5. Shall have the functionality to monitor and generate reports on the status of LSR. Upon closure of the request, system shall automatically send the customer satisfaction survey in compliance with ARTA-2242-3 Client Satisfaction Measurement (CSM) 6. Shall have the capability to generate management and statistical reports. 7. Shall have the functionality to view status of LSR on a daily, weekly, or monthly basis.
	FR # 5	<p>Case Action</p> <ol style="list-style-type: none"> 8. Shall have the facility to retrieve assigned LSR and its supporting documents. 9. Shall have the capability to create standard reply to letters, contracts, agreements, and other similar case documents through pre-formatted templates. 10. Shall have the facility to draft and/or upload response to LSR. The output documents shall be able to hyper-link to the full text of the cited opinions, other PDIC internal documents, cited laws and jurisprudence. Shall have the facility to approve response based on the set workflow (Note: each type of LSR will have its own workflow) 11. Shall have the functionality to add notes (functions/features), in a particular document. 12. Shall have the facility to generate/view previously issued LSR action (LOMS)

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	FR # 6	<p>Filed Cases Monitoring</p> <p>13. Shall have the facility to update status of case filed and record additional notes/reminders on the case.</p> <p>14. Shall have the facility to create and update calendar of activities related to the case.</p>
	FR # 7	<p>Search Features</p> <p>15. Shall have the functionality to allow LAS authorized staff to locate and search documents, cases, or records.</p> <p>16. Shall have the functionality to search through the following parameters:</p> <ul style="list-style-type: none"> a. Key words in the title or number of the LSR b. Parties to a case c. Signatory of the document d. Date of the document e. Nature of the case f. Bank/entity involved in the case g. Counsel/s of parties h. Handling lawyer
BR # 3	<p>EXTERNAL COUNSEL (EC) MANAGEMENT</p> <p>This system will facilitate the monitoring of external counsels engaged by the PDIC as well as processing of payments/billings for the services rendered.</p>	
	FR # 8	<p>Monitoring of EC</p> <p>1. Shall have the facility to set-up initial basic information about the EC such as but not limited to the following:</p> <ul style="list-style-type: none"> a. Name of EC or partners (if EC is a firm) b. Copies of CVs c. Accreditation letters and memo d. Address e. Updated contact numbers; and f. Other important details <p>2. Shall have the capability to update the Engagement agreement of EC, as follows:</p> <ul style="list-style-type: none"> a. Scope of Service; b. Duration c. Fees d. Assigned geographic area; e. Others

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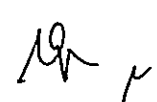
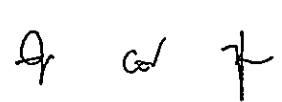

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		<ol style="list-style-type: none"> 3. Shall have the facility to add, edit and view all banks/cases handled by EC. 4. Shall have the capability to print required reports (if any) for the EC. <ol style="list-style-type: none"> a. Authority to Appear; b. After hearing report; c. Performance evaluation; d. Others
	FR # 9	Processing of Bill of EC <ol style="list-style-type: none"> 1. Shall have the facility to generate Bank/cases transactions handled within the billing period. 2. Shall have the facility to update Billing information. 3. Shall have the facility to monitor status of payment.
BR # 4	DOCUMENTS MANAGEMENT SYSTEM (DMS) The DMS will be the centralized repository of all digitized records and other documents. It will contain the complete text/ images of the documents received, monitored and for disposition by the LAS, as well as other related information (e.g., assigned recipient, status, etc.). Thereafter, it will also contain the electronic files of all documents received and generated by LAS as well as information on new documents ⁶ .	
	FR # 10	Document Management <ol style="list-style-type: none"> 1. Shall have the capability to assist LAS to execute the following: <ol style="list-style-type: none"> a. Process documents and distribute the same to designated recipients daily or as needed, b. Retrieve and update records information from a centralized record repository c. Ensure availability of information for end-users d. Manage documents from point of filing to disposition e. Maintain up-to-date document status reports
	FR # 11	Archiving Features <ol style="list-style-type: none"> 2. Shall have the capability to manage and monitor the aging of documents and automatically archive

⁶ All concerned personnel (LAS) will be trained on how to upload existing case files prior to the deployment of the DMS as well as how to tag the same for inclusion in the database thereof.

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		<p>documents which have reached the maximum retention period.</p> <ol style="list-style-type: none"> 2. Shall have the capability to set the retention period of the documents based on a set parameters. 3. Shall have the functionality to systematically arrange/sort all archived documents/cases according to the needs of the users (e.g. by periods and titles) 4. Shall have the functionality to search, access and download the archived documents/case. 5. Shall have the capability to provide alerts and notifications when a document has reached the maximum retention period and shall be transferred to the archives. 6. Shall have the capability to generate report containing the following: <ol style="list-style-type: none"> a. Number of documents/cases archived b. Number of archived documents/case – for document that requires to be archived
BR # 6	REPORTS GENERATION	
	FR # 12	<p>Generate Reports</p> <ol style="list-style-type: none"> 1. Shall have the capability to generate routine reports such as daily, monthly, quarterly, bi-annual and annual routine reports that shall conform with the Office Performance Commitment Form and other reportorial templates of the Corporation. The reports shall provide the quantity and percentage of services handled by LAS and may be organized according to the following parameters: <ol style="list-style-type: none"> a. type of written output or deliverable (e.g., legal opinions, pleadings and motions filed, other memoranda and assignments, etc.) b. Status of referrals or cases and applicable TAT (e.g., new case, pending, on-going and completed/ terminated/ dismissed; approval of PALs/ADPs) c. Number and/or percentage of cases according to set classification (e.g., venue: Supreme Court, Court of Appeals, Trial Courts, quasi-judicial bodies, Ombudsman, DOJ, etc.) d. Number and/or percentage of referrals or cases according to handling groups (e.g., Legal Services Group and Litigation and Investigation Group)

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		<p>e. Number or percentage according to referring departments/offices (e.g., Asset Management Group, Loans Management Group, Receivership and Liquidation Sector, etc.</p> <p>2. Shall have the capability to generate and download standard template for pleadings (with signatories per CASA), format of which shall be provided by PDIC</p> <p>3. Shall have an Ad-hoc report writer that shall have the capability to generate other reports, that may be customized as needed, (e.g., referrals resolved within or outside TAT; referrals received per month/quarter/group, etc.)</p> <p>4. Shall have the capability to generate the following:</p> <ul style="list-style-type: none"> a. Display the activity of each user with date stamp b. Count all the uploaded records by folders or user c. Count all the pages in every record uploaded
BR # 7	SECURE APPLICATION BY IMPLEMENTING (1) ACCESS RULES DURING USER LOG IN, CREATION/APPROVAL OF TRANSACTIONS, (2) AN AUDIT TRAIL OF ALL CHANGES TO THE SYSTEM, AND (3) BACKUP, RECOVERY, ARCHIVING AND RELOADING POLICIES TO MANAGE THE DATA	
	FR # 13	<p>User login</p> <p>1. Shall have the facility to update user login credentials (user name, password).</p> <p>2. User accounts shall have integration with Microsoft Active Directory (AD) with an option to use either single sign-on or multiple sign-on during authentication.</p> <p>3. Shall have the facility to support activation of a separate password policy, which includes, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Password history b. Password aging c. Password length and complexity d. Forced changing of password e. Account lockout due to failed logon attempts f. Password encryption when stored in the database.
	FR # 14	<p>Maintain users</p> <p>4. Shall have the facility to update user accounts.</p>

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		5. Shall have the facility to configure user idle time to trigger automatic logout.
	FR # 15	<p>User Roles/Rights</p> <p>6. Shall have the facility to assign and update user access rights (add, view, modify, delete) per role (maker, reviewer, approver, viewer, auditor).</p> <p>7. Shall have the facility to restrict access to menus and data sources such as databases, tables and folders.</p>
	FR # 16	<p>Provide an Audit Trail/Log Report</p> <p>8. Shall have the facility to generate audit trail of LSR documents</p> <p>9. Shall include, but not limited to, the following:</p> <ul style="list-style-type: none"> a. File updating and maintenance b. Errors and abnormal activities in the system c. User and system administrator activities d. User logon/logoff <p>10. Shall record the following:</p> <ul style="list-style-type: none"> a. Date and time of the creation b. Updates/changes made in the said document c. Users who performed the updates/changes <p>11. User activities relative to the stored information which include updating, printing, downloading, deletion, annotation, and other changes</p> <p>12. List of records/files removed from the active database for backup purposes</p> <p>13. Shall have the facility to view, print and download audit trail report in PDF, Excel and CSV file formats.</p> <p>14. Shall have the facility to display current users of the system any time.</p> <p>15. Every attempt by a user to access restricted item of data shall be recorded in an audit trail</p>
	FR # 17	<p>Backup, Recovery, Archiving and Reloading</p> <p>16. Shall have the facility to define backup, recovery, archiving and reloading policies.</p>

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BR # 8	ONLINE LEGAL REFERENCES	
	FR # 18	<p data-bbox="631 281 958 312">Online Legal Information</p> <p data-bbox="631 342 1436 417">17. Shall have the functionality to provide user access to the Online Legal Information facility.</p> <p data-bbox="631 449 1436 562">18. Shall have the facility to search, retrieve, create hyperlink to an organized database that will comprise documents of the office (e.g., Opinions, referrals, etc.)</p> <p data-bbox="631 591 1436 659">19. Shall have the capability to access the following information:</p> <ul style="list-style-type: none"> <li data-bbox="765 689 1436 757">a. Selected jurisprudence (i.e., decisions of the Supreme Court) <li data-bbox="765 789 1436 902">b. Pertinent issuances of the of the Department of Finance and other agencies interacting with the PDIC, and <li data-bbox="765 932 1436 1000">c. Relevant statutes, presidential issuances and administrative issuances.

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7.0 NON-FUNCTIONAL REQUIREMENTS

7.1 Work Duration

All activities, outputs, and deliverables required in this TOR shall be delivered, completed, and made operational within the aggregate period of Ten (10) months from issuance of the Notice to Proceed (NTP).

Compliance with all other specifications, conditions and/or provisions stipulated in the agreed/approved Project Management Plan and related plans mentioned in the TOR shall be strictly required.

7.2 Migration of Existing Data/Data Build-up

The migration shall cover all PDIC Legal related files available on the existing System or as identified by the PDIC before the preparation of the Migration Plan.

The migration of data shall cover all master or reference data and other relevant electronic files maintained by the users.

7.3 Qualification Criteria

7.3.1 System

7.3.1.1 The ILMS should interface and be integrated with all the required systems/modules and scanning devices.

7.3.1.2 The ILMS should be web-based system to be set-up either on-premise or via cloud application/s, which can be configured and customized, if needed, to meet specific requirements of the PDIC. Furthermore, the software should comply with the Cloud First Policy⁷ of the government.

7.3.1.3 The solution should be able to at least provide the basic functionalities and facilities for a Document Management System as specified in the TOR, which shall be evaluated during the Post Qualification stage based on the non-discretionary "Pass" or "Fail" approach. As attached in the Bidding Document for this Project. ✓

7.3.2 Vendor

7.3.2.1 If the vendor is not the author of the software, the vendor should be an accredited re-seller and the ✓

⁷ DICT Circular No. 2017-002: DICT circular prescribing the Philippine government to adopt the Cloud First Policy and DICT Circular No. 010 Series of 2020: Amendments to DICT Circular No. 2017-002



accreditation should cover the contract duration up to expiry of warranty as per contract.

7.3.2.2 The vendor must be able to demonstrate an operational system/setup. Application response time using the existing facility of the PDIC shall not be longer than 10 seconds regardless of the number of concurrent users logged-in

7.3.2.3 The Vendor should have completed at least two (2) projects using the same solution being proposed within 5 years up to date of posting of the Invitation to Bid, involving any of the following:

7.3.2.3.1 Legal Case Management System,

7.3.2.3.2 Legal Document Management, or

7.3.2.3.3 Document Management System

7.3.2.4 The vendor should have no pending case with the PDIC.

7.3.2.5 The members of the Project Team (PT) of the Vendor must have at least two (2) years of technical experience maintaining/ supporting/ implementing their proposed solution. The resume of the members of the PT should be submitted and will be included in the post-qualification of the Vendor.

7.4 Availability

7.4.1 Applications running in mobile devices shall be available for use 24 hours, 7 days a week.

7.5 Confidentiality

7.5.1 Encrypt communications between the user and the web application server.

7.5.2 Classify data (information, transactions, audit logs, etc.) according to Integrated Data Classification and grant users with specific clearances or authorization to these data.

7.6 Response Time

7.6.1 Generation of reports should display the results as follows:

7.6.1.1 With five (5) years of data, results should display within 2-5 seconds of runtime in peak workload

7.6.1.2 With more than five (5) years of data, results should within 8-10 seconds of runtime in peak workload

- 7.6.2 Execution of application process (user interface) should always not exceed more than 10 seconds of runtime in peak workload.
- 7.6.3 Feedback/progress status shall be provided during delay of more than 10 (ten) seconds.
- 7.6.4 Facility to generate/view measurement response time and store response times as logs.

7.7 Reliability

- 7.7.1 Data update process shall roll back all related updates when any update fails to commit.

7.8 Usability

- 7.8.1 No additional installation shall be required when using any function of the application
- 7.8.2 Information and tools should be easy to find (e.g. icons shall be meaningful and understandable)
- 7.8.3 Able to search how-to's and provide specific and accurate instructions

7.9 Maintainability

- 7.9.1 Installation of new version or update shall leave all database contents and all personal settings unchanged
- 7.9.2 Provide facilities for tracing any database field to the location or places where it is used
- 7.9.3 Maintain a schedule for system maintenance or checkup
- 7.9.4 Maintain a service log

7.10 Portability

- 7.10.1 Should run in any of the top 5 web browsers (Google Chrome, Mozilla Firefox, Opera, Safari and Microsoft Edge)

7.11 Reusability

- 7.11.1 Software must run on any type of personal computers (desktop, notebook/laptop, tablet, etc.)

7.12 General Requirements

- 7.12.1 All outputs can be viewed on screen, printed and saved to a file (TXT,PDF, Word and Excel).
- 7.12.2 Availability of report writer for all other ad hoc reports.
- 7.12.3 All reports shall be date stamped, date and time of printing, and with three signatories i.e. maker, reviewer and approver, as applicable.
- 7.12.4 System shall be designed as highly parameterized in terms of business rules. This means that business rules shall not be hard-coded but rather database driven for the system to be flexible

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and maintainable without recompiling the User Interface codes, as far as practicable.

- 7.12.5 All modules shall have the search functionality.
- 7.12.6 Shall have the functionality to lock, limit and edit all records/entries created.
- 7.12.7 Shall have the functionality to send notifications to appropriate recipients via system and e-mail (should be parameterized).
- 7.12.8 Shall have the facility to set turn-around time to all services within the system.

7.13 Look and feel

- 7.13.1 Screen should be maximized in an 800x600/1366x768 resolution screen but has an auto-resize feature according to the screen resolution of the user.

7.14 Installation and Operations Requirements

- 7.14.1 The ILMS shall be packaged with all the required literature and installed by the vendor. It shall be turned over to the PDIC IT Group for subsequent installations. The vendor shall train the PDIC system support staff to be able to install and support the ILMS during actual system deployment.

- 7.14.2 Training sessions for the actual system users shall include the following:

- 7.14.2.1 User's Training
- 7.14.2.2 Technical Training
- 7.14.2.3 System Administrator Training

- 7.14.3 A warranty period of twelve (12) months shall commence upon issuance of the Certificate of Acceptance, which shall be consistent with the provisions under R.A. 9184. The warranty shall include the provision of technical support equivalent to 2 man-days per month for one (1) year. This will start upon acceptance of the system. The accumulated and unused technical support hours shall be convertible to training hours.

- 7.14.4 The vendor shall provide an additional one (1) year maintenance on the software and the business model, which shall commence upon the expiration of the warranty stated in Section 6.14.3. During the maintenance period, the Vendor shall also have provision for Service Level Agreement (SLA) of 300 hours for 12 months. This shall be used for any change requests related to the regulatory requirements on the system process or any other revision, as needed. The unused SLA hours should be convertible to training hours.

- 7.14.5 The Vendor shall provide/disclose its standard computations for the annual software maintenance and onsite/offsite technical support fees.

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7.15 Security Requirements

7.15.1 User Authentication

7.15.1.1 Single sign-on using active directory account (creation, update, and deletion) and only registered users with appropriate access rights can access the system.

7.15.1.2 Password of the accounts accessed thru the Active Directory shall not be stored or viewed in the application.

7.15.1.3 Data of the application being adjoined in the URL shall be encrypted.

7.16 The existing SOGI on Legal Assistance and Services shall be used as input in the development of the ILMS, as well as related laws, rules and regulation issued by government agencies (i.e. CSC, Supreme Court, etc.)

7.17 System Environment Requirements

The ILMS shall be able to operate in the hardware and software environment specified in the table below, which the PDIC shall set-up.

	SOFTWARE	HARDWARE
Server	Windows Server OS 2016 MS SQL SERVER 2019 Internet Information Services (IIS) 6 or higher	The PDIC is running in a virtualized environment.
Client PC / Browser	Windows 10 Compatible with all browser (latest version) Latest Windows Active Directory	Desktops/Notebooks - at least Intel Core i7 Minimum of 2 GB RAM 500 GB Hard Disk

8.0 ASSUMPTIONS/CONSTRAINTS

8.1 User Performance Support Requirements

8.1.1 Access to the system is configurable such as access can be limited to specific workstations/computers/devices and shall work with the existing network and Internet access of the PDIC.

8.2 Business Requirements

8.2.1 The herein defined requirements are stated for purposes of estimating the extent of work and the corresponding work only.



As such, should there be a change in the business requirements during the contract period; the contractor shall undertake such change at no extra charge to the PDIC.

8.3 Project

8.3.1 The vendor shall provide manpower and technical support to the PDIC for the UAT, Parallel Run, and deployment of the system.

9.0 MISCELLANEOUS REQUIREMENTS

- 9.1 The VENDOR warrants that it shall conform strictly to all the terms and conditions of this Terms of Reference.
- 9.2 The VENDOR should have no pending dispute or controversy with the PDIC.
- 9.3 The VENDOR shall not replace key personnel without the prior written consent of the PDIC, after the approval of the Gap Analysis, Current and To-Be Processes. Key personnel (at least three consultants) shall be understood to refer to those who shall handle the following functions: The Project Manager, Business Analyst, Systems Analyst, Application Architect, and Team Lead Programmer.
- 9.4 The VENDOR undertakes that the manpower complement that it will assign to the PDIC have the required technical skills and knowledge, and that they shall perform their assigned tasks with undivided attention and with utmost efficiency and effectiveness and in accordance with the best professional standards and ethical considerations. Further, the VENDOR undertakes that it shall exercise all reasonable skill, care and diligence in the discharge of its services, and shall always work to the best interests of the PDIC. To this end, the VENDOR shall provide personnel with adequate qualifications and experience, and of such number as may be required for the efficient fulfillment of the required services. The Project Team Composition with attached Curriculum Vitae shall be submitted for validation purposes during the post qualification. Moreover, the VENDOR undertakes that it shall not employ, in any capacity whatsoever, the PDIC personnel involved in the project. This prohibition shall be enforceable up to a period of two (2) years from the date of acceptance of the project by the PDIC.
- 9.5 The VENDOR shall issue in favor of the PDIC, a certification that it is an accredited reseller of the software/service to be supplied, and that said accreditation, shall sufficiently cover the development, implementation,



and warranty period. The certification shall be submitted during the post-qualification stage.

- 9.6 The VENDOR shall not assign, transfer, pledge any interest therein or subcontract any activity or deliverable required herein.
- 9.7 The VENDOR and its project staff shall be required to sign a confidentiality or non-disclosure agreement.
- 9.8 To facilitate the completion of the project within the prescribed period, the PDIC may provide a project work area at the PDIC head office for the contractor throughout the duration of this contract. However, activities in the PDIC shall be conducted only during workdays, from 8:00 a.m. to 5:00 p.m., Monday to Friday, except legally declared holidays. Unless warranted by the circumstances and properly coordinated with, and authorized by the PDIC, no overtime work shall be permitted within PDIC's premises.

Notwithstanding this, all the activities herein required shall be completed by the contractor within the allotted/prescribed period of ten (10) months, reckoned from the date of the issuance of the NTP.

10.0 TERMS OF PAYMENT

The payment schedule shall be based on the progress or completion of the milestones of the project that shall be set by the PDIC and reflected in the Contract.

Milestones	Progress Billing (% of Contract Price)	Documentary Requirements/Deliverables
1. Mobilization & Delivery of Software and submission & approval of Project Plan	15%	<ul style="list-style-type: none"> • Delivery/Acceptance of Software Licenses • Project Management Plan/Charter • Issue Management Plan • Acceptance Plan
2. Submission and approval of Blueprints	10%	<ul style="list-style-type: none"> • Blueprints of current, Gap Analysis, and to-be processes
3. Completion of data build-up and migration of PDIC data as per Section IV of this TOR.	15%	<ul style="list-style-type: none"> • Migration Strategy Plan • Migration Logs and Issues • Completed migration of PDIC data per Section IV of this TOR.

4. Completion of UAT, using actual/dummy data and delivery of hardware	15%	<ul style="list-style-type: none"> • Test Plan • Issue Management Reports • UAT Document (test cases/scripts and user acceptance) • Test Results/Error Logs • Delivery/Acceptance of hardware
5. Completion of ILMS customized application	15%	<ul style="list-style-type: none"> • Blueprint of as-built process including all changes/revisions to the original to-be process
6. Completion of Training	10%	<ul style="list-style-type: none"> • Training Plan • Training Materials/Certificates • User and System Administrator manuals • Server Configuration manual • Final Blueprint of As Built, addressing all issues that surfaced during the UAT and training
7. Final Acceptance	20%	<ul style="list-style-type: none"> • Final Installation/setup program (including drivers, plug-ins, etc.) • System Architecture • E/R Diagram • List of Modules • List of Tables • Table-Module Matrix • Table Abstracts • Physical Data Model • High Level Design (HLD) • Other Technical Specifications • Source code made for PDIC (not executable file) • Signed User Acceptance Document • Privacy Impact Assessment (PIA) Report

Note: Issuance of Certificate of Acceptance for each deliverable by the PDIC shall trigger the processing of payment.

No progress payment shall be construed as a waiver or relinquishment of the right of the PDIC to demand the return of any of the payment/s made by the PDIC to the supplier by reason of the latter's failure to correct, repair, or remedy any defect discovered and/or which may become apparent during the progress of works in the project or in the event that the Service Provider violates or breaches any of the terms and conditions of the contract.

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PASS-FAIL MATRIX (POST QUALIFICATION)

mw *NA* *r* *Ar* *col* *f* *u*

SUMMARY	PRESENT/ABSENT (P/A)
Document Management System (DMS)	
<p>System shall be capable of allowing input of files via the following:</p> <ul style="list-style-type: none"> - Scanner - Manual upload - Bulk upload - Automated process via other system i.e. portal/helpdesk (as input) 	
<p>System shall be capable of document indexing as follows:</p> <ul style="list-style-type: none"> - Indexing of all documents - Customized automatic document numbering - Indexing meta data - Indexing all revisions 	
<p>System shall have the capability to search document based on the following:</p> <ul style="list-style-type: none"> - Document content and meta data - Advanced search on all document attributes 	
<p>System shall have a workflow automation that automatically routes the documents to its destination.</p>	
<p>System shall have a document security, high-level document encryption and role based access, as well as:</p> <ul style="list-style-type: none"> - Audit trail - User/Roles - Access Rights - Encrypted documents on file 	
<p>System shall be able to process documents and distribute the same to designated recipients daily or as needed</p>	
<p>System shall be able to retrieve and update records information from a centralized records repository</p>	
<p>System shall be able to ensure availability of information for end-users</p>	
<p>System shall be able to maintain up-to-date document status reports</p>	
<p>Shall have the capability to manage and monitor the aging of documents and automatically archive documents which have reached the maximum retention period.</p>	

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Shall have the capability to set the retention period of the documents based on a set parameters.	
Shall have the functionality to systematically arrange/sort all archived documents/cases according to the needs of the users (e.g. by periods and titles)	
Shall have the functionality to search, access and download the archived documents/case.	
Shall have the capability to provide alerts and notifications when a document has reached the maximum retention period and shall be transferred to the archives.	
Shall have the capability to generate report. All reports/outputs can be viewed on screen, printed and saved to a file (TXT,PDF, Word and Excel).	
Integration to other Systems	
Shall have the functionality to integrate to other systems (i.e. Portal/helpdesk and other system that shall provide input to the DMS)	
TOTAL	

mw *Ng* *A* *col* *f* *m*

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) issued pursuant to GPPB Resolution No 15-2021; ✓

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. If the prospective bidder does not have any ongoing government and private contracts as required above, the prospective bidder has to make a similar declaration on the absence of any ongoing government and private contracts; **and** ✓
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (Copy attached). ✓

The two statements required shall indicate for each contract the following:

- (i) name of the contract;
 - (ii) date of the contract;
 - (iii) contract duration;
 - (iv) owner's name and address;
 - (v) kinds of Goods;
 - (vi) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (vii) For Statement of SLCC - amount of completed contracts date of delivery; and
 - (viii) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- or**
- (e) Original copy of Notarized Bid Securing Declaration (Copy attached); **and** ✓
 - (f) Conformity with the Technical Specifications, which may include

production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and** ✓

- (g) Original duly signed Omnibus Sworn Statement (OSS) [Copy attached]; **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. ✓

Financial Documents

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); ✓
or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; ✓

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Each partner of the joint venture shall submit the required legal eligibility documents stated herein, including the required post qualification documents. The submission of the technical and financial eligibility documents by any of the joint venture partners constitute compliance: Provided, that the Partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and Audited Financial Statements.

Other documentary requirements under RA No. 9184 (as applicable)

- (j) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product. ✓
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity. ✓

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form (Copy attached); **and** ✓
- (b) Original of duly signed and accomplished Price Schedule[s] (Copy attached). ✓

Name of Bidder : _____
 Business Address: _____
 Telephone No.: _____

Statement of all ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract and Value of Outstanding Contract	Date of Delivery

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB, within the relevant period as provided in the BDS:

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice issued for the contract, if completed, which shall be attached to the Statement.

Submitted by: _____
 Name & Signature of Authorized Representative
 Designation _____
 Date _____

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Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

[Handwritten signatures and initials]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

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Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]



Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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	Currency	Amount and Purpose of Commission or gratuity
---------------------------	----------	--

(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 Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

[Handwritten signatures and initials at the bottom of the page]

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

[Handwritten signature] _____ *[Handwritten signature]* _____

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Handwritten signatures and initials at the bottom of the page.

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

[Handwritten signature and text at the bottom of the page]

