



**Republic of the Philippines  
Supreme Court  
Manila**

**BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES  
(SC-BAC-GS)**

**BIDDING DOCUMENTS**

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*Procurement of a Low-Code  
Development Platform for the Supreme  
Court of the Philippines*



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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.”

**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 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.



## ***Section I. Invitation to Bid***

1. The **Supreme Court**, through its Local Bank Account, intends to apply the sum of **Fifty Nine Million Pesos (₱59,000,000.00), inclusive of all applicable taxes**, being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Procurement of a Low-Code Development Platform for the Supreme Court of the Philippines - ITB No. 2024-15***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Supreme Court** now invites bids for the above Procurement Project. Delivery of the Goods is required and must be in accordance with Section VI. Schedule of Requirements of the Bidding Documents. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from SC-BAC-GS Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 3:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **06 May 2024 (Monday)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Six Thousand Pesos (₱26,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The Supreme Court will hold a **Pre-Bid Conference** on **14 May 2024 (Tuesday), 10:00 a.m.** through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders. In order to participate in the Pre-Bid Conference, interested bidders shall send a letter of intent (via electronic mail) containing the names and email addresses of interested participants on or before **14 May 2024 (Tuesday), 8:30 a.m.** Kindly coordinate with the SC-BAC-GS Secretariat prior to said date for further details and instructions.
7. Bids must be duly received by the SC-BAC-GS Secretariat through manual submission at the office address indicated below on or before **27 May 2024 (Monday), 10:00 a.m.** Late bids shall not be accepted.



8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **27 May 2024 (Monday), 1:00 p.m.** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity, via video-conferencing.
10. The **Supreme Court** 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:

Bids and Awards Committee for Goods and Services  
(SC-BAC-GS) Secretariat  
Office of Assistant Court Administrator Lilian C. Barribal-Co  
3rd Floor, Supreme Court Old Building, Taft Ave., Manila.  
e-mail: *bacgs.sc@judiciary.gov.ph*; *scbacgs2010@gmail.com*  
Telephone No. (02) 8536-9233

12. For downloading of Bidding Documents, you may visit:  
*<https://sc.judiciary.gov.ph/bids-and-awards/>*

**Sgd.**  
**LILIAN C. BARRIBAL-CO**  
Assistant Court Administrator  
and Chairperson, SC-BAC-GS



## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, Supreme Court of the Philippines, wishes to receive Bids for the Approved Budget for the Contract (ABC) to payments under the contract for the *Procurement of a Low-Code Development Platform for the Supreme Court of the Philippines*, with identification number ITB No. 2024-15.

The Procurement Project (referred to herein as “Project”) is composed of one lot, the details of which are described in Section VII (Technical Specifications).

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below in the amount of Fifty Nine Million Pesos (₱59,000,000.00) inclusive of all applicable taxes.

2.2. The source of funding is the Local Bank Account of the Supreme Court.

### **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.

5.2. 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:

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 subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. 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.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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 five (5) years prior to the deadline for the submission and receipt of bids.
- 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.

## 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 Declaration 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 until *one hundred twenty (120) calendar days from the bid opening*. 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

- 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 15 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 one (1) 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

- 20.1. 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**.



### *Section III. Bid Data Sheet*

<b>ITB Clause</b>													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Procurement of a Low-Code Development Platform</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>												
7.1	Subcontracting is not allowed.												
10	<p><b>Instructions regarding indexing of Eligibility and Technical Components:</b></p> <p>The bidding shall make use of the two-envelope system; i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid.</p> <p>The first envelope (Technical Component) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) that must be <b>indexed</b> as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="2" style="text-align: center;"><b>ENVELOPE NO. 1 TECHNICAL COMPONENT</b></th> </tr> <tr> <th colspan="2" style="text-align: center;"><b>CLASS "A" DOCUMENTS</b></th> </tr> <tr> <th style="text-align: center;"><b>INDEX TABS</b></th> <th style="text-align: center;"><b>LEGAL DOCUMENTS</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: top;">I-1</td> <td> <p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p> <p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p> </td> </tr> <tr> <th colspan="2" style="text-align: center;"><b>TECHNICAL DOCUMENTS</b></th> </tr> <tr> <td style="text-align: center; vertical-align: top;">I-2</td> <td> <p>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.</p> <p>The statement shall be supported by the following documents:</p> </td> </tr> </tbody> </table>	<b>ENVELOPE NO. 1 TECHNICAL COMPONENT</b>		<b>CLASS "A" DOCUMENTS</b>		<b>INDEX TABS</b>	<b>LEGAL DOCUMENTS</b>	I-1	<p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p> <p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p>	<b>TECHNICAL DOCUMENTS</b>		I-2	<p>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.</p> <p>The statement shall be supported by the following documents:</p>
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	<p>1. Copies of the Contracts; <b>and</b></p> <p>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)</p> <ul style="list-style-type: none"><li>❖ <i>If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)</i></li><li>❖ <i>For private contracts, NOA or NTP shall not be required</i></li><li>❖ <i>In case of joint venture, the partner responsible to submit the Net Financial Contracting Capacity shall likewise submit the Statement of all of its ongoing contracts.</i></li></ul> <p><i>(See sample <b>Form VIII-A</b> in <b>Section VIII</b>)</i></p>
I-3	<p>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 five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱29,500,000.00.</p> <p>For this purpose, contracts similar to the Project shall be the procurement of a low-code development platform, completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s) therein.)</p> <p><i>(See sample <b>Form VIII-B</b> in <b>Section VIII</b>)</i></p>
I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p style="text-align: center;"><b><u>Or</u></b></p> <p>Original copy of Notarized Bid Securing Declaration (<i>use <b>Form VIII-C</b> in <b>Section VIII</b></i>)</p>
I-5	<p>Conformity with the Schedule of Requirements, (<i>Accomplish/use form in <b>Section VI</b></i>)</p>
I-6	<p>Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (<i>use <b>(Accomplish/use form in <b>Section VII-A</b>)</b></i>)</p>



<p>I-6-a, I-6-b, I-6-c, etc.</p>	<p>Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.</p>
<p>I-7</p>	<p>Original duly signed Omnibus Sworn Statement (OSS) <b>(use Form VIII-D in Section VIII)</b>;</p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p><b>and</b> 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</p>
<p>I-8</p>	<p>Company profile, which shall include information on the:</p> <ol style="list-style-type: none"> <li>a. Number of years in the business</li> <li>b. List of its officers</li> <li>c. Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</li> </ol> <p>*In case of joint venture, each partner of the joint venture shall submit their respective company profiles and required information</p>
<p>I-9</p>	<p>Authority of the representative / signatory, with valid supporting identification cards of the parties</p>
<p>I-10</p>	<p>Certification that prospective bidder is an authorized licensee/ distributor/ supplier/ reseller of the brand/s or item/s of goods offered in its proposal.</p>
<p><b>FINANCIAL DOCUMENTS</b></p>	
<p>I-11</p>	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p>



	<p>NFCC = [(Current Assets minus Current Liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p> <ul style="list-style-type: none"> <li>❖ <i>The values of the bidder's current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</i></li> <li>❖ <i>The NFCC shall be based on the 2023 Audited Financial Statement. Bidders shall attach the 2023 Audited Financial Statement to the NFCC Computation. Failure to attach the 2023 Audited Financial Statement to the NFCC computation is a ground for disqualification.</i></li> <li>❖ <i>In case of joint venture, the partner responsible to submit the NFCC shall likewise submit the 2023 Audited Financial Statement.</i></li> </ul> <p><u>Or, in lieu of the NFCC computation:</u></p> <p>A <u>Committed Line of Credit</u> from a Universal or Commercial Bank equivalent to ten percent (10%) of the ABC or ₱5,900,000.00</p>
	<p><b>Class “B” Document</b></p>
<p>I-12</p>	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture (JV) is already in existence, showing among others:</p> <ul style="list-style-type: none"> <li>a. Filipino ownership or interest of the JV concerned shall be at least 60%; and</li> <li>b. JV Partner who will receive the payment in case the contract is awarded to the JV.</li> </ul> <p style="text-align: center;"><u>or</u></p> <p>in the absence of a JVA, a duly notarized statements from all the potential joint venture partners stating that, among others, the following:</p> <ul style="list-style-type: none"> <li>a. They will enter into and abide by the provisions of the JVA in the instance that their bid is successful;</li> <li>b. Filipino ownership or interest of the JV concerned shall be at least 60%; or</li> <li>c. JV partner who will receive the payment in case the contract is awarded to the JV.</li> </ul>



	<p><i>*Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.</i></p>										
11	<p><b>Instructions regarding indexing of financial documents:</b></p> <p>The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</p> <table border="1"> <thead> <tr> <th>INDEX TABS</th> <th>FINANCIAL DOCUMENTS</th> </tr> </thead> <tbody> <tr> <td>II-1</td> <td>Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).</td> </tr> <tr> <td>II-2</td> <td>Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i>)</td> </tr> <tr> <td>II-3</td> <td>Completely filled up <b>Form VIII-F.1</b> (<i>see sample form found in Section VIII</i>)</td> </tr> <tr> <td>II-4</td> <td>Complete filled up <b>Form VIII-F.2</b> (<i>see sample form found in Section VIII</i>)</td> </tr> </tbody> </table>	INDEX TABS	FINANCIAL DOCUMENTS	II-1	Original of duly signed and accomplished Financial Bid Form ( <i>see Form VIII-E in Section VIII</i> ).	II-2	Original of duly signed and accomplished Bid Price Schedule (s) ( <i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i> )	II-3	Completely filled up <b>Form VIII-F.1</b> ( <i>see sample form found in Section VIII</i> )	II-4	Complete filled up <b>Form VIII-F.2</b> ( <i>see sample form found in Section VIII</i> )
INDEX TABS	FINANCIAL DOCUMENTS										
II-1	Original of duly signed and accomplished Financial Bid Form ( <i>see Form VIII-E in Section VIII</i> ).										
II-2	Original of duly signed and accomplished Bid Price Schedule (s) ( <i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i> )										
II-3	Completely filled up <b>Form VIII-F.1</b> ( <i>see sample form found in Section VIII</i> )										
II-4	Complete filled up <b>Form VIII-F.2</b> ( <i>see sample form found in Section VIII</i> )										
12	See GCC and SCC Clause 1										
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> <ol style="list-style-type: none"> <li>a. The amount of not less than ₱1,180,000.00 [<i>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</li> <li>b. The amount of not less than ₱2,950,000.00 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</li> </ol>										
15	<p><b>Instructions re: Sealing and Marking of bids:</b></p> <p>Each bidder shall submit <b>three (3) copies</b> of the technical and financial components of its bid: <b>one (1) certified true copy of the original documents</b> and <b>two (2) photocopies</b> thereof.</p> <p>The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:</p>										





**TECHNICAL COMPONENT**

**BID FOR THE  
Procurement of a Low-Code Development Platform for  
the Supreme Court of the Philippines**

[COMPANY NAME]  
[COMPANY ADDRESS]  
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO  
Chairperson  
SUPREME COURT BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES  
(SC-BAC-GS)

**DO NOT OPEN BEFORE 1:00 p.m., 27 May 2024 (Monday)**

Check one:

- Original - Technical Component
- Copy No. 1 - Technical Component
- Copy No. 2 - Technical Component

**FINANCIAL COMPONENT**

**BID FOR THE  
Procurement of a Low-Code Development Platform for  
the Supreme Court of the Philippines**

[COMPANY NAME]  
[COMPANY ADDRESS]  
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO  
Chairperson  
SUPREME COURT BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES  
(SC-BAC-GS)

**DO NOT OPEN BEFORE 1:00 p.m., 27 May 2024 (Monday)**

Check one:

- Original - Financial Component
- Copy No. 1 - Financial Component
- Copy No. 2 - Financial Component

The two envelopes shall be enclosed and sealed in one single envelope containing the following marking:

**BID FOR THE  
Procurement of a Low-Code Development Platform for  
the Supreme Court of the Philippines**

[COMPANY NAME]  
[COMPANY ADDRESS]  
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO  
Chairperson  
SUPREME COURT BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES  
(SC-BAC-GS)

**DO NOT OPEN BEFORE 1:00 p.m., 27 May 2024 (Monday)**

- Original Bid
- Copy No. 1
- Copy No. 2



17	<p>Bid opening shall be conducted at 1:00 p.m. on 27 May 2024 (Monday) within the Supreme Court, Taft Avenue, City of Manila. The following are the rules to be observed:</p> <ol style="list-style-type: none"><li>a. Pursuant to the Supreme Court Workplace Protocol, prospective bidders submitting their respective bids shall be invited to attend the opening of bids via video conferencing thru Microsoft Teams application.</li><li>b. Only one (1) e-mail address is required and shall be submitted by the prospective bidder. Only the declared e-mail address shall be allowed access to the video conference.</li><li>c. The access link for the video conference will be sent to the declared e-mail address.</li></ol> <p>The bidders shall be notified and invited by the Secretariat on the day of the opening of the bids via videoconferencing thru the declared e-mail address.</p> <p>The Opening of the Bids shall be conducted via video-conferencing and actual face to face meeting. The SC-BAC-GS shall be physically present during the opening of the bids to physically assess and evaluate the bids submission of the bidders while the bidders as well as the end-user and implementing office representatives and observers shall be in attendance through video-conferencing to ensure transparency of the proceedings.</p> <p>A detailed technical evaluation will be conducted on the technical proposal submitted.</p>
19.3	<p>One (1) Lot - <i>Procurement of a Low-Code Development Platform for the Supreme Court of the Philippines</i></p>
20.2	<p>For purposes of post-qualification, the <b>Procuring Entity</b> requires the Bidder with the Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice the SC-BAC-GS that it submitted the LCB:</p> <ol style="list-style-type: none"><li>1. The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS): <p style="margin-left: 40px;">Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</p></li><li>2. Valid and subsisting Platinum Certificate of PhilGEPS Registration with Annex “A” documents.</li><li>3. Certificate of at least Satisfactory Performance Rating for the submitted Single Largest Completed Contract</li></ol>



	<ol style="list-style-type: none"><li>4. At least two (2) certificates of at least Satisfactory Performance Rating from previous or current clients, preferably government clients</li><li>5. Other appropriate licenses and permits required by law.</li></ol>
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## ***Section IV. General 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. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

### **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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* 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***

<b>GCC Clause</b>	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad</i>, the delivery terms applicable to the Contract are DDP delivered in Manila. In accordance with INCOTERMS.</p> <p><i>For Goods supplied from within the Philippines</i>, the delivery terms applicable to this Contract are delivered <i>in Manila</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>personnel from the Management Information Systems Office, Supreme Court</i>.</p> <p><b>Incidental Services –</b></p>
	<p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"><li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li><li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li><li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li><li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li></ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>



**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *one (1) year from the date of delivery*.

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

**Packaging –**

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

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

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

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications



	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>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.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>
	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2	No further instructions. The Terms of Reference (Section VII) shall govern the terms of payment.
3	Within five (5) 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, which may either be in cash or a manager's/cashier's check or a bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank, equivalent to five percent (5%) of the total amount of the contract price; or a surety bond equivalent to thirty percent (30%) thereof, callable on demand and issued by the GSIS or by any of the bonding companies accredited by the Supreme Court.
4	No further instructions.
5	For warranty and support, see Section VII. Technical Specifications.  The period for correction of defects in the warranty period is ten (10) days from notice to the supplier.





## ***Section VI. Schedule of Requirements***

***This form itself must be submitted.  
Recopying is not allowed and may be a ground for disqualification.***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>PROCUREMENT OF A LOW-CODE DEVELOPMENT PLATFORM FOR THE SUPREME COURT OF THE PHILIPPINES</b>			
<b><i>Description</i></b>	<b><i>UOM</i></b>	<b><i>QTY</i></b>	<b><i>Delivered, Weeks/Months</i></b>
<b>Low-Code Development Platform One (1) year license subscription</b>	<b>year</b>	<b><i>1</i></b>	Complete supply, delivery and deployment of low-code development platform shall be made to the Supreme Court within twenty four (24) hours from receipt of the Notice to Proceed.

**I hereby certify to comply and deliver all the above requirements:**

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printed Name of Representative**

\_\_\_\_\_  
**Date**



## *Section VII. Technical Specifications*

### **TERMS OF REFERENCE (TOR) FOR A LOW-CODE DEVELOPMENT PLATFORM FOR THE SUPREME COURT OF THE PHILIPPINES**

#### **A. INTRODUCTION**

With the advent of the Strategic Plan for Judicial Innovations, the Philippine Judiciary has embarked on its digital transformation journey focusing on the following key areas: people, process, data, and technology.

The Court recognizes the need to innovate by utilizing advanced technologies to enhance the efficiency of court services, reduce delays in case disposition, increase justice system-wide collaboration, and improve stakeholders' satisfaction with the end-goal of providing seamless access to justice for all.

In this regard, the Court procured a low-code development platform that is utilized by the Management Information Systems Office (MISO) for the rapid development, deployment, and management of enterprise-grade Information and Communication Technology (ICT) application systems of the Court, including the modernization of its legacy ICT application systems to meet the current demands of both internal and external stakeholders.

The low-code development platform has shortened development time of applications; provided the ability to automatically deploy applications between environments (i.e. development, test, stage/pre-production, and production); promoted collaboration between developers; and provided seamless versioning controls.

The existing subscription of the Court is set to expire on November 30, 2023.

#### **B. CONTRACT DURATION AND PRICE**

Based on the market survey of the currently most well-regarded low-code development platforms on the market, including those highly-ranked in the 2022 Gartner Magic Quadrant, the approved budget for the contract shall not exceed Fifty-Nine Million Pesos (**Php59,000,000.00**), inclusive of all applicable taxes, and subject to reasonable adjustments in case of extraordinary inflation in accordance with applicable laws.

The license to the low-code development platform shall be for a term of one (1) year to commence on the execution of the contract.

#### **C. KEY DELIVERABLES**

1. Within 24 hours upon receipt of the Notice to Proceed (NTP), the Service Provider must immediately deliver the license and deploy the low-code development platform to the Court to avoid any disruptions. The low-code development platform shall allow unlimited developers to collaborate and develop applications in four (4) environments: (a) development; (b) test; (c) staging / pre-production; and (d) production.



2. The license shall provide the Court with a one-year subscription to a low- code development platform to commence upon the execution of the contract. The following components of the low-code development platform shall be delivered as follows:

<b>Requirements</b>
<ul style="list-style-type: none"> <li>- 2,100 application Objects, or its equivalent</li> <li>- 20,000 external users</li> <li>- 25,000 internal users</li> </ul>

The Court has the right to order additional application objects, or their equivalents, and additional users within the period of subscription.

3. The low-code development platform/principal of the Service Provider must continuously provide hands-on advanced training and training materials for the platform.
4. The Service Provider must provide a Service Level Agreement (SLA) for 24/7 technical and operational support during the entire duration of the license subscription. The SLA shall include response and resolution times, and penalties for breach of the turnaround time.

**D. TECHNICAL SPECIFICATIONS**

The Service Provider and the low-code development platform should meet the following requirements:

	<b>Features</b>	<b>Compliance</b>		<b>Reference Documents / Remarks</b>
		<b>Yes</b>	<b>No</b>	
<b>Low-code application development platform</b>	<b>General Requirements</b>			
	The Service Provider must continuously deliver a Platform as a Service (PaaS) cloud infrastructure for the low-code development platform.			System Documentation
	The low-code development platform shall be installed and configured in four (4) environments: namely: <b>development, test, staging/ pre-production, and production.</b>			System Documentation
	The low-code development platform should provide a development environment where the software applications are developed using the available tools and graphical interface.			System Documentation
	The low-code development platform shall cover a one (1) year-subscription.			Undertaking/ Certification



	<p>The low-code development platform shall provide a facility to:</p> <p>A. Develop applications that utilize the following components:</p> <ul style="list-style-type: none"> <li>○ <b>2,100</b> application objects, or its equivalent.</li> </ul> <p><b>The Supreme Court shall have the right to order additional application objects or their equivalents for any reason within the period of subscription.</b></p>			
Features		Compliance		Reference Documents / Remarks
		Yes	No	
	<p>B. Allow the following number of users to use the application:</p> <ul style="list-style-type: none"> <li>⊖ at least <b>25,000</b> internal users and <b>20,000</b> external users.</li> </ul> <p>The Supreme Court shall have the right to order additional users for any reason within the contract period.</p>			Undertaking/ Certification
	<p>C. allow unlimited developers to collaborate.</p>			
<b>Platform as a Service (PaaS) Infrastructure Requirements</b>				
	<p>Must have a service level agreement (SLA) that guarantees 99.95% availability of all services.</p>			<p>Please provide a copy of the SLA.</p> <p>Please include disaster recovery plans and Business Continuity Plan (BCP) documents.</p> <p>Kindly indicate the</p>



			pricing to achieve 99.95% availability of all services. Undertaking/ Certification
	Must include the maintenance, troubleshooting, and delivery of the day-to-day technical support operations.		Undertaking/ Certification
	The computing and storage resources (e.g., CPU, Memory) of a Virtual Machine (VM) must be scalable when needed, without additional cost.		Kindly provide the maximum computing and storage resource included in the pricing plan, and the tiered pricing if available.
	Must maintain regular backups of computing and storage resources and ensure that these backups could be restored immediately when necessary.		Kindly include the database back-up schedule and retention period.
	Must provide direct access to the database provided in PaaS cloud, when needed, using enterprise database tools to perform operations such as (but not limited to) the following: <ul style="list-style-type: none"> <li>- Read and write data in bulk to database tables (e.g., deleting data in a test table).</li> <li>- Create and run database specific Extract, Transform and Load (ETL) processes to extract and load data from external data sources (e.g. extract production data and load to the test environment).</li> </ul>		System Documentation
	Must provide a dedicated set of VMs and database instances that is completely isolated from other VMs and database instance of other tenants/customers.		System Documentation



	<p>Must provide computing and storage resources for Application Servers for the duration of the subscription for the development, test, stage, and production environments, with at least the following requirements:</p> <ul style="list-style-type: none"><li>- Quantity: 4</li><li>- vCPUs: 2</li><li>- Memory: 4 GB</li><li>- Disk space necessary to run the platform</li></ul>			Kindly indicate if load testing is available, without additional cost. System Documentation
	<p>Must provide computing and storage resources for Database Servers at the minimum for the duration of the subscription for the development, test, stage, and production environments.</p> <ul style="list-style-type: none"><li>- Quantity: 3 (1 for production, 1 for stage, and 1 for development and test)</li><li>- vCPUs: 1</li><li>- Memory: 8 GB</li><li>- Disk space necessary to run the platform with the required data</li></ul>			System Documentation
	<p>These computing and storage resources may be upgraded at no additional cost, depending on the requirements of the Court.</p>			System Documentation
	<p>Must provide non-wildcard/specific SSL certificates for each of the following environments that are within the default domains/subdomains of the low-code development platform: (1) development; (2) test; (3) stage; and (4) production environments.</p>			System Documentation



	<p>Must provide a Virtual Private Network (VPN) software to secure the communication between the PaaS cloud and the Court’s internal network, when necessary. The VPN software must have at least one (1) of the following encryption technologies in place:</p> <ul style="list-style-type: none"> <li>- AES (128 bits and higher)</li> <li>- TDES (minimum double-length keys)</li> <li>- RSA (1024 bits or higher)</li> <li>- ECC (160 bits or higher)</li> <li>- ElGamal (1024 bits or higher)</li> </ul>			<p>Please provide Security Documentation, such as annual Vulnerability Assessment and Penetration Testing (VAPT) results, System and Organization Control 2 Report, or International Organization for Standardization Results, and Statement of Applicability.</p>
	<p>The Cloud Service Provider (CSP) of the proposed PaaS Cloud must have at least one (1) of following accreditation and certifications:</p> <ul style="list-style-type: none"> <li>- ISO 27001 - Information Security Management.</li> <li>- Payment Card Industry (PCI) Data Security Standard (DSS).</li> <li>- Service Organization Control (SOC) 1 and 2.</li> <li>- ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors.</li> </ul>			
<b>Low-code development platform Software</b>				
	<p>The platform should provide tools for low-code development platform approach in the development and deployment of software applications.</p>			<p>Please submit the following: (1) Architecture diagram; (2) Technical documentation; and (3) Production Deployment Plan.</p>
	<p>The low-code development platform should enable the Court to continuously build web or native mobile-based applications or other similar technologies, such as but not limited to progressive web applications, and operationally manage them throughout its lifecycle.</p>			<p>System Documentation</p>



The low-code development platform should be able to generate APIs to be utilized in a microservice architecture.			System Documentation
The low-code development platform must provide a complete source code extraction feature and a clear exit strategy that will allow the Court to continue the use of applications developed in the low-code platform using traditional tools and independent from any of the platform components without recoding to avoid vendor lock-in. This is necessary in the event the Court decides to stop using the low-code platform for whatever reason.			System Documentation
The low-code development platform must have the capability to use the same source code in addressing common backend functionalities (i.e., business rules, back-end integrations, and back-end data) in both web and native mobile interfaces.			System Documentation
The low-code development platform must be able to create a multichannel user experience, including web applications, hybrid applications, and mobile native apps for iOS and Android			System Documentation
The low-code development platform must work on a fully standard web stack, running standard web applications on standard web servers and databases. It must not depend on any runtime interpreters. The database must be open and easily readable.			System Documentation
<b>Integration Requirements</b>			
The low-code development platform must allow automatic integration with external database engines such as, but not limited to Oracle SQL, MySQL, MS SQL, among others.			System Documentation
The low-code development platform must allow automatic integration with either Simple Object Access Protocol (SOAP) services using Web Service Definition Language (WSDL) definitions, or standard REST APIs (inbound and outbound).			System Documentation





	<p>The low-code development platform must provide the necessary integration to the on-premise Active Directory and Azure Active Directory.</p>			<p>System Documentation</p>
	<p>The low-code development platform must allow users to access network resources and provide different levels of access depending on user permissions.</p>			<p>System Documentation</p>
<p><b>Deployment Requirements</b></p>				
	<p>The low-code development platform must provide the ability to automatically deploy applications and all its dependencies between environments (i.e., development, test, staging or pre-production, and production).</p>			<p>System Documentation</p>
	<p>The low-code development platform must allow automatic integration with SOAP services using WSDL definitions, or standard REST APIs (inbound and outbound).</p>			<p>System Documentation</p>
	<p>The low-code development platform must allow the configuration of a deployment package using a dependency analysis and impact analysis that allow the validation of whether any existing applications will be negatively affected by the deployment.</p>			<p>System Documentation</p>
	<p>The low-code development platform must allow for the encryption of both data in transit and at rest</p>			<p>System Documentation</p>
	<p>The low-code development platform must allow versioning control, continuous integration, continuous delivery/deployment (CI/CD), and monitoring tools (including bug tracking).</p>			<p>System Documentation</p>
<p><b>Management, Monitoring, and Operations Requirements</b></p>				
	<p>The low-code development platform must provide a central security configuration console that allows fine-grained control over what each user can do in the environment.</p>			<p>System Documentation</p>



	The low-code development platform must provide a central security configuration console that allows specifying which components can be reused or changed by specific developers.			System Documentation
	The low-code development platform must provide auditing trails/logs of all IT operations performed in the environment.			System Documentation
	The low-code development platform must provide a centralized console for application configuration such as user requests, batch processes, web services and global variables.			System Documentation
	The low-code development platform must provide a centralized dashboard that allows a visual analysis of the performance levels of the overall web responsive applications portfolio over time.			System Documentation
<b>Other Requirements</b>				
	The low-code development platform must have proper security mechanisms to allow access only to authorized users. It must have a role-based accessing scheme where authorized and designated users must be defined and classified in accordance with their access privileges. This means that levels of access to certain data or information depends on their roles.			System Documentation
	The low-code development platform should be capable of cloud, on-premises, or hybrid deployment.			System Documentation
<b>Implementation and Trainings to be provided</b>	<b>Comprehensive update and advanced training program</b>			
	The Developers' and Administrators' trainings shall be conducted by Developers and/or Administrators of the low-code development platform.			Undertaking/ Certification
	Certificate of Completion/Attendance must be provided to all training participants after the conduct of each training.			Undertaking/ Certification
	<b>Access to support documentation and resources</b>			
	Provide unlimited access to online training materials.			System Documentation



	Provide training manuals and hands-on exercise materials.			System Documentation
	Provide technical manuals.			System Documentation
	Provide installation, configuration and deployment procedures manuals.			System Documentation
	Provide Operational and User Manuals.			System Documentation
<b>Technical and Operational Support</b>	<b>24/7 e-mail, chat, telephone, and in-person technical and operational support.</b>			
	Provide unlimited 24/7 helpdesk phone and email technical support for incidents.			System Documentation
	Provide 24/7 remote support (even during holidays) within two (2) business hours response time for all critical problems reported and related to the proposed low-code development platform. Critical problems are defined as incidents which prevent the Court from successfully providing IT services using the infrastructure resources included in this project.			Please provide a copy of the SLA for technical support.
	Provide access to a web-based portal for all product support and service requests.			System Documentation
	Provide unlimited email support request for how to develop, performance, coding issues, and other concerns related to the use of the low-code development platform.			System Documentation
	Provide access to the low-code development platform patches, bug fixes, security fix and software updates at no additional cost, for the duration of the subscription.			System Documentation
	The principal of the Service Provider of the low-code development platform shall warrant that the platform provided is free from any hidden defect. If there is any hidden defect, said principal must be capable of fixing said defect.			System Documentation



## E. SELECTION PROCEDURES

The Service Provider shall be selected in accordance with the procedure in Rule IX, Sections 30, 31, and 32 of the Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184. A preliminary evaluation of the bidders' eligibility shall be done through an examination of their eligibility documents as enumerated in the bidding documents, pursuant to Rule VIII, Section 23.1 of the RIRR of Republic Act No. 9184. Evaluation of the eligibility documents shall be subject to non-discretionary "pass/fail" criteria pursuant to Rule IX, Section 30.1 of the RIRR of Republic Act No. 9184.

Bidders who are found eligible shall then be evaluated based on their technical and financial bids. Compliance of the bids with all the requirements in these Terms of Reference shall likewise be done using non-discretionary "pass/fail" system. Compliant bids shall then be ranked in ascending order of total calculated bid prices. Total calculated bid prices exceeding the approved budget for the contract shall be disqualified.

The contract will be awarded to the lowest calculated responsive bid subject to post-qualification pursuant to Rule X, Section 34, of the RIRR of Republic Act No. 9184.

## F. INSTITUTIONAL ARRANGEMENTS

The Service Provider shall report directly to the MISO, and shall closely coordinate with the other concerned offices of the Court for the proper implementation of this project.

The Service Provider, its officers, and employees, as well as the members of its project team, shall not directly or indirectly disclose, misuse, copy, transfer, or disseminate any confidential, classified, or sensitive information which are not made available to the public but officially known to and accessible by them by reason of the contract of service with the Supreme Court of the Philippines.

## G. MILESTONE PAYMENTS

<b>Milestone</b>	<b>Description</b>	<b>Percentage</b>
1	Release of the NTP, and upon acceptance of the MISO of the low-code development platform license.	<b>50%</b>
2	After completion of training on the use of the low-code development platform by the relevant personnel.	<b>45%</b>
3	End of the contract term (retention money).	<b>5%</b>
	<b>TOTAL:</b>	<b>100%</b>

**xxx Nothing Follows xxx**



## Section VII-A. Technical Bid Form

*[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 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.]*

***This form itself must be submitted.***

**PROCUREMENT OF A LOW-CODE DEVELOPMENT PLATFORM FOR THE SUPREME COURT OF THE PHILIPPINES**

Features	Compliance		Reference Documents / Remarks	Statement of Compliance
	Yes	No		

<b>Low-code application development platform</b>	<b>General Requirements</b>				
	The Service Provider must continuously deliver a Platform as a Service (PaaS) cloud infrastructure for the low-code development platform.			System Documentation	
	The low-code development platform shall be installed and configured in four (4) environments: namely: <b>development, test, staging/ pre-production, and production.</b>			System Documentation	
	The low-code development platform should provide a development environment where the software applications are developed using the available tools and graphical interface.			System Documentation	
	The low-code development platform shall cover a one (1) year- subscription.			Undertaking/ Certification	



	<p>The low-code development platform shall provide a facility to:</p> <p>A. Develop applications that utilize the following components:</p> <ul style="list-style-type: none"> <li>o <b>2,100</b> application objects, or its equivalent.</li> </ul> <p><b>The Supreme Court shall have the right to order additional application objects or their equivalents for any reason within the period of subscription.</b></p>				
Features		Compliance		Reference Documents / Remarks	Statement of Compliance
		Yes	No		
	<p>B. Allow the following number of users to use the application:</p> <ul style="list-style-type: none"> <li>o at least <b>25,000</b> internal users and <b>20,000</b> external users.</li> </ul> <p>The Supreme Court shall have the right to order additional users for any reason within the contract period.</p>			Undertaking/ Certification	
	<p>C. allow unlimited developers to collaborate.</p>				
<b>Platform as a Service (PaaS) Infrastructure Requirements</b>					
	<p>Must have a service level agreement (SLA) that guarantees 99.95% availability of all services.</p>			<p>Please provide a copy of the SLA.</p>	



			<p>Please include disaster recovery plans and Business Continuity Plan (BCP) documents.</p> <p>Kindly indicate the pricing to achieve 99.95% availability of all services.</p> <p>Undertaking/ Certification</p>	
	<p>Must include the maintenance, troubleshooting, and delivery of the day-to-day technical support operations.</p>		<p>Undertaking/ Certification</p>	
	<p>The computing and storage resources (e.g., CPU, Memory) of a Virtual Machine (VM) must be scalable when needed, without additional cost.</p>		<p>Kindly provide the maximum computing and storage resource included in the pricing plan, and the tiered pricing if available.</p>	
	<p>Must maintain regular backups of computing and storage resources and ensure that these backups could be restored immediately when necessary.</p>		<p>Kindly include the database back-up schedule and retention period.</p>	
	<p>Must provide direct access to the database provided in PaaS cloud, when needed, using enterprise database tools to perform operations such as (but not limited to) the following:</p> <ul style="list-style-type: none"> <li>- Read and write data in bulk to database tables (e.g., deleting data in a test table).</li> <li>- Create and run database specific Extract, Transform and Load (ETL) processes to extract and load</li> </ul>		<p>System Documentation</p>	



	<p>data from external data sources (e.g. extract production data and load to the test environment).</p>				
	<p>Must provide a dedicated set of VMs and database instances that is completely isolated from other VMs and database instance of other tenants/customers.</p>			<p>System Documentation</p>	
	<p>Must provide computing and storage resources for Application Servers for the duration of the subscription for the development, test, stage, and production environments, with at least the following requirements:</p> <ul style="list-style-type: none"> <li>- Quantity: 4</li> <li>- vCPUs: 2</li> <li>- Memory: 4 GB</li> <li>- Disk space necessary to run the platform</li> </ul>			<p>Kindly indicate if load testing is available, without additional cost. System Documentation</p>	
	<p>Must provide computing and storage resources for Database Servers at the minimum for the duration of the subscription for the development, test, stage, and production environments.</p> <ul style="list-style-type: none"> <li>- Quantity: 3 (1 for production, 1 for stage, and 1 for development and test)</li> <li>- vCPUs: 1</li> <li>- Memory: 8 GB</li> <li>- Disk space</li> </ul>			<p>System Documentation</p>	





necessary to run the platform with the required data				
These computing and storage resources may be upgraded at no additional cost, depending on the requirements of the Court.			System Documentation	
Must provide non-wildcard/specific SSL certificates for each of the following environments that are within the default domains/subdomains of the low-code development platform: (1) development; (2) test; (3) stage; and (4) production environments.			System Documentation	
Must provide a Virtual Private Network (VPN) software to secure the communication between the PaaS cloud and the Court's internal network, when necessary. The VPN software must have at least one (1) of the following encryption technologies in place: <ul style="list-style-type: none"><li>- AES (128 bits and higher)</li><li>- TDES (minimum double-length keys)</li><li>- RSA (1024 bits or higher)</li><li>- ECC (160 bits or higher)</li><li>- ElGamal (1024 bits or higher)</li></ul>			Please provide Security Documentati on, such as annual Vulnerability Assessment and Penetration Testing (VAPT) results, System and Organization Control 2 Report, or International Organization for Standardization Results, and Statement of Applicability.	



<p>The Cloud Service Provider (CSP) of the proposed PaaS Cloud must have at least one (1) of following accreditation and certifications:</p> <ul style="list-style-type: none"> <li>- ISO 27001 - Information Security Management.</li> <li>- Payment Card Industry (PCI) Data Security Standard (DSS).</li> <li>- Service Organization Control (SOC) 1 and 2.</li> <li>- ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors.</li> </ul>				
<b>Low-code development platform Software</b>				
<p>The platform should provide tools for low-code development platform approach in the development and deployment of software applications.</p>			<p>Please submit the following: (1) Architecture diagram; (2) Technical documentation; and (3) Production Deployment Plan.</p>	
<p>The low-code development platform should enable the Court to continuously build web or native mobile-based applications or other similar technologies, such as but not limited to progressive web applications, and operationally manage them throughout its lifecycle.</p>			<p>System Documentation</p>	
<p>The low-code development platform should be able to generate APIs to be utilized in a microservice architecture.</p>			<p>System Documentation</p>	



<p>The low-code development platform must provide a complete source code extraction feature and a clear exit strategy that will allow the Court to continue the use of applications developed in the low-code platform using traditional tools and independent from any of the platform components without recoding to avoid vendor lock-in. This is necessary in the event the Court decides to stop using the low-code platform for whatever reason.</p>			<p>System Documentation</p>	
<p>The low-code development platform must have the capability to use the same source code in addressing common backend functionalities (i.e., business rules, back-end integrations, and back-end data) in both web and native mobile interfaces.</p>			<p>System Documentation</p>	
<p>The low-code development platform must be able to create a multichannel user experience, including web applications, hybrid applications, and mobile native apps for iOS and Android</p>			<p>System Documentation</p>	
<p>The low-code development platform must work on a fully standard web stack, running standard web applications on standard web servers and databases. It must not depend on any runtime interpreters. The database must be open and easily readable.</p>			<p>System Documentation</p>	
<p><b>Integration Requirements</b></p>				



The low-code development platform must allow automatic integration with external database engines such as, but not limited to Oracle SQL, MySQL, MS SQL, among others.			System Documentation	
The low-code development platform must allow automatic integration with either Simple Object Access Protocol (SOAP) services using Web Service Definition Language (WSDL) definitions, or standard REST APIs (inbound and outbound).			System Documentation	
The low-code development platform must provide the necessary integration to the on-premise Active Directory and Azure Active Directory.			System Documentation	
The low-code development platform must allow users to access network resources and provide different levels of access depending on user permissions.			System Documentation	
<b>Deployment Requirements</b>				
The low-code development platform must provide the ability to automatically deploy applications and all its dependencies between environments (i.e., development, test, staging or pre-production, and production).			System Documentation	
The low-code development platform must allow automatic integration with SOAP services using WSDL definitions, or standard REST APIs (inbound and outbound).			System Documentation	



<p>The low-code development platform must allow the configuration of a deployment package using a dependency analysis and impact analysis that allow the validation of whether any existing applications will be negatively affected by the deployment.</p>			<p>System Documentation</p>	
<p>The low-code development platform must allow for the encryption of both data in transit and at rest</p>			<p>System Documentation</p>	
<p>The low-code development platform must allow versioning control, continuous integration, continuous delivery/deployment (CI/CD), and monitoring tools (including bug tracking).</p>			<p>System Documentation</p>	
<p><b>Management, Monitoring, and Operations Requirements</b></p>				
<p>The low-code development platform must provide a central security configuration console that allows fine-grained control over what each user can do in the environment.</p>			<p>System Documentation</p>	
<p>The low-code development platform must provide a central security configuration console that allows specifying which components can be reused or changed by specific developers.</p>			<p>System Documentation</p>	
<p>The low-code development platform must provide auditing trails/logs of all IT operations performed in the environment.</p>			<p>System Documentation</p>	
<p>The low-code development platform must provide a centralized console for application configuration such as</p>			<p>System Documentation</p>	



	user requests, batch processes, web services and global variables.				
	The low-code development platform must provide a centralized dashboard that allows a visual analysis of the performance levels of the overall web responsive applications portfolio over time.			System Documentation	
<b>Other Requirements</b>					
	The low-code development platform must have proper security mechanisms to allow access only to authorized users. It must have a role- based accessing scheme where authorized and designated users must be defined and classified in accordance with their access privileges. This means that levels of access to certain data or information depends on their roles.			System Documentation	



	The low-code development platform should be capable of cloud, on- premises, or hybrid deployment.			System Documentation	
<b>Implementation and Trainings to be provided</b>	<b>Comprehensive update and advanced training program</b>				
	The Developers' and Administrators' trainings shall be conducted by Developers and/or Administrators of the low-code development platform.			Undertaking/ Certification	
	Certificate of Completion/Attendance must be provided to all training participants after the conduct of each training.			Undertaking/ Certification	
	<b>Access to support documentation and resources</b>				
	Provide unlimited access to online training materials.			System Documentation	
	Provide training manuals and hands-on exercise materials.			System Documentation	
	Provide technical manuals.			System Documentation	
	Provide installation, configuration and deployment procedures manuals.			System Documentation	
<b>Technical and Operational Support</b>	Provide Operational and User Manuals.			System Documentation	
	<b>24/7 e-mail, chat, telephone, and in-person technical and operational support.</b>				
	Provide unlimited 24/7 helpdesk phone and email technical support for incidents.			System Documentation	
	Provide 24/7 remote support (even during holidays) within two (2) business hours response time for all critical problems reported and related to the proposed low-code development platform. Critical problems are defined as incidents			Please provide a copy of the SLA for technical support.	



	which prevent the Court from successfully providing IT services using the infrastructure resources included in this project.				
	Provide access to a web-based portal for all product support and service requests.			System Documentation	
	Provide unlimited email support request for how to develop, performance, coding issues, and other concerns related to the use of the low-code development platform.			System Documentation	
	Provide access to the low-code development platform patches, bug fixes, security fix and software updates at no additional cost, for the duration of the subscription.			System Documentation	
	The principal of the Service Provider of the low-code development platform shall warrant that the platform provided is free from any hidden defect. If there is any hidden defect, said principal must be capable of fixing said defect.			System Documentation	

**I hereby certify to comply and deliver all the above Technical Specifications and requirements:**

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printed Name of Representative**

\_\_\_\_\_  
**Date**





## ***Section VIII. Checklist of Technical and Financial Documents***

<b>ENVELOPE 1: TECHNICAL COMPONENT</b>		
<b>CLASS "A" DOCUMENTS</b>		
<b>Checklist</b>	<b>INDEX TABS</b>	<b>LEGAL DOCUMENTS</b>
	I-1	<p>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</p> <p>In case of joint venture, each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184.</p>
<b>TECHNICAL DOCUMENTS</b>		
	I-2	<p>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.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none"> <li>1. Copies of the Contracts; <b>and</b></li> <li>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) <ul style="list-style-type: none"> <li>❖ <i>If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)</i></li> <li>❖ <i>For private contracts, NOA or NTP shall not be required</i></li> <li>❖ <i>In case of joint venture, the partner responsible to submit the Net Financial Contracting Capacity shall likewise submit the Statement of all of its ongoing contracts.</i></li> </ul> </li> </ol> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
	I-3	<p>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 five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱29,500,000.00.</p> <p>For this purpose, contracts similar to the Project shall be procurement of a low-code development platform completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> <p><u>Supporting Document/s:</u></p> <p style="padding-left: 40px;">The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>



I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p style="text-align: center;"><b>or</b></p> <p>Original copy of Notarized Bid Securing Declaration (<i>use Form VIII-C in Section VIII</i>)</p>
I-5	<p>Conformity with the Schedule of Requirements (<i>Accomplish/use form in Section VI</i>)</p>
I-6	<p>Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (<i>use (Accomplish/use form in Section VII-A)</i>)</p>
I-6-a, I-6-b, I-6-c, etc.	<p>Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.</p>
I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) (<i>use Form VIII-D in Section VIII</i>);</p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p><b>and</b> 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</p>
I-8	<p>Company profile, which shall include information on the:</p> <ol style="list-style-type: none"> <li>a. Number of years in the business</li> <li>b. List of its officers</li> <li>c. Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</li> </ol> <p>*In case of joint venture, each partner of the joint venture shall submit their respective company profiles and required information</p>
I-9	<p>Authority of the representative / signatory, with valid supporting identification cards of the parties</p>
I-10	<p>Certification that prospective bidder is an authorized licensee/ distributor/ supplier/ reseller of the brand/s or item/s of goods offered in its proposal.</p>
<p><b>FINANCIAL DOCUMENTS</b></p>	
I-11	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> <p style="padding-left: 40px;">NFCC = [(Current Assets minus Current Liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p>



		<ul style="list-style-type: none"> <li>❖ <i>The values of the bidder’s current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</i></li> <li>❖ <i>The NFCC shall be based on the 2023 Audited Financial Statement. Bidders shall attach the 2023 Audited Financial Statement to the NFCC Computation. Failure to attach the 2023 Audited Financial Statement to the NFCC computation is a ground for disqualification.</i></li> <li>❖ <i>In case of joint venture, the partner responsible to submit the NFCC shall likewise submit the 2023 Audited Financial Statement.</i></li> </ul> <p><u>Or, in lieu of the NFCC computation:</u></p> <p>A <u>Committed Line of Credit</u> from a Universal or Commercial Bank equivalent to ten percent (10%) of the ABC or ₱5,900,000.00.</p>
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**Class “B” Document**

I-12	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture (JV) is already in existence, showing among others:</p> <ul style="list-style-type: none"> <li>a. Filipino ownership or interest of the JV concerned shall be at least 60%; and</li> <li>b. JV Partner who will receive the payment in case the contract is awarded to the JV.</li> </ul> <p align="center"><u>or</u></p> <p>in the absence of a JVA, a duly notarized statements from all the potential joint venture partners stating that, among others, the following:</p> <ul style="list-style-type: none"> <li>a. They will enter into and abide by the provisions of the JVA in the instance that their bid is successful;</li> <li>b. Filipino ownership or interest of the JV concerned shall be at least 60%; or</li> <li>c. JV partner who will receive the payment in case the contract is awarded to the JV.</li> </ul> <p><i>*Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR of R.A. No. 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.</i></p>
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**ENVELOPE 2: FINANCIAL COMPONENT**

Checklist	INDEX TABS	FINANCIAL COMPONENT DOCUMENTS
	II-1	Original of duly signed and accomplished Financial Bid Form <u>(see Form VIII-E in Section VIII).</u>
	II-2	Original of duly signed and accomplished Bid Price Schedule (s) <u>(original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed)</u>
	II-3	Completely filled up <b>Form VIII-F.1</b> <i>(see sample form found in Section VIII)</i>
	II-4	Complete filled up <b>Form VIII-F.2</b> <i>(see sample form found in Section VIII)</i>

**Note:** Please cross-reference with Section III. Bid Data Sheet for the updated/additional requirements and instructions for the submission of bids (tabbing, indexing and sealing)

**FORM VIII-A**

*Sample form only.*

**Statement of all Ongoing Government and Private Contracts  
Including Contracts Awarded but not yet Started**

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

---

Name of Company

---

Signature over Printed Name of Representative

---

Date

The statement shall be supported by the following documents:

1. Copies of the Contracts\*; **and**
2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)\*\*

\*If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)

\*\*For private contracts, NOA or NTP shall not be required

**FORM VIII-B**

*Sample form only.*

**Statement of Single Largest Completed Contract  
Similar 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 Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt or Sales Invoice

---

Name of Company

---

Signature over Printed Name of Representative

---

Date

The statement shall be supported by the following documents:

1. Copy/(ies) of the End-User's Acceptance; **or**
2. Official Receipt/(s) Issued for the Contract/(s) therein.



**FORM VIII-C**

***This form itself must be submitted.  
Recopying is not allowed and may be a ground for disqualification.***

REPUBLIC OF THE PHILIPPINES )  
CITY OF MANILA ) S.S.  
X-----X

**BID SECURING DECLARATION**

<b>ITB No. 2024-15</b>	<b><i>Procurement of a Low-Code Development Platform for the Supreme Court of the Philippines</i></b>
------------------------	---

To : Supreme Court of the Philippines  
Padre Faura Street, Ermita, City of Manila

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 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 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;
- (c) I am/we are declared as the bidder with the Lowest Calculated and 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 \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Affiant/s

[Name/s and Signature/s of the Bidder's Authorized Representative and his/her/their legal capacity/ies]

\_\_\_\_\_  
Name of Bidder Represented

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

**FORM VIII-D**

*This form itself must be submitted.  
Recopying is not allowed and may be a ground for disqualification.*

**OMNIBUS SWORN STATEMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**A F F I D A V I T**

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:

I am the [1. sole proprietor; 2. duly authorized and designated representative]  
of \_\_\_\_\_ [Name of Bidder] with office address  
at \_\_\_\_\_ [Address of Bidder].

As the [1. owner and sole proprietor, I have full power and authority to do, execute and perform any and all acts necessary;][2. duly authorized and designated representative, I am granted full power and authority to do, execute, and perform any and all acts necessary as shown in the attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture), or Special Power of Attorney, whichever is applicable] to represent \_\_\_\_\_ [Name of Bidder] in the bidding for the ***Procurement of a Low-Code Development Platform for the Supreme Court of the Philippines;***

\_\_\_\_\_ [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;

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;





\_\_\_\_\_ *[Name of Bidder]* is authorizing the Head of the Procuring Entity or his duly authorized representative(s) to verify all the documents submitted;

*(In the following three paragraphs, please choose and answer only one that is applicable to the bidder)*

(1) *If a sole proprietorship:* The owner or the sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, or 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;

(2) *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;

(3) *If a corporation or a 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;

\_\_\_\_\_ *[Name of Bidder]* complies with existing labor laws and standards;

\_\_\_\_\_ *[Name of Bidder]* is aware of and has undertaken the following 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) Made 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 **Procurement of a Low-Code Development Platform for the Supreme Court of the Philippines.**

\_\_\_\_\_ [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.

In case advance payment was made or given, failure to perform or deliver any of the obligations and undertaking 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. 3185 s. 1930, as amended, or the Revised Penal Code.

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

\_\_\_\_\_  
AFFIANT/S  
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, affiant/s exhibiting to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

**FORM VIII-E**

*Sample form only.*

***FINANCIAL BID FORM***

---

Date: \_\_\_\_\_

Project Identification No: \_\_\_\_\_

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

Having examined the Bidding Documents including 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 Bidding Documents 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 on the Bidding Documents;
- b. to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents;
- c. to abide by the Bid Validity Period specified in the Bidding Documents and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.



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

The undersigned is authorized to submit the bid on behalf of \_\_\_\_\_ *[name of 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
*[signature and printed name]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of:

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address and Telephone Number



**FORM VIII – F**

*(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)*

**Bid Price Schedule**

<b>Procurement of Low-Code Development Platform for the Supreme Court ABC = ₱59,000,000.00</b>					
<b>ITEM SPECIFICATION</b>	<b>UOM</b>	<b>QTY</b>	<b>GRAND TOTAL: (inclusive of all applicable taxes)</b>		
<p><b>Low-Code Development Platform One (1) year license subscription</b></p> <p>Brand Offered:</p> <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td style="text-align: center;"><i>Software / Licenses</i></td> </tr> <tr> <td style="height: 20px;"> </td> </tr> </table>	<i>Software / Licenses</i>		year	1	₱
<i>Software / Licenses</i>					
<p>Amount in Words:</p>   					

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and in behalf of : \_\_\_\_\_



### Form VIII-F.1

*Sample form only*

### For Goods Offered From Within the Philippines

Name of Bidder \_\_\_\_\_

Invitation to Bid Number \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and in behalf of : \_\_\_\_\_



### Form VIII-F.2

*Sample form only*

### For Goods Offered From Abroad

Name of Bidder \_\_\_\_\_

Invitation to Bid Number \_\_\_\_\_

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 in behalf of : \_\_\_\_\_



**FORM VIII – G**

**Contract Agreement Form**



**Republic of the Philippines  
Supreme Court  
Manila**

**CONTRACT FOR THE SUPPLY, DELIVERY, AND DEPLOYMENT OF  
LOW-CODE DEVELOPMENT PLATFORM FOR THE SUPREME COURT**

This Contract entered into and executed this \_\_\_ day of \_\_\_\_\_ 2024 in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government entity of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila, represented herein by \_\_\_\_\_, in her capacity as the Clerk of Court of the Supreme Court of the Philippines as duly authorized by Supreme Court Resolution dated \_\_\_\_\_, a certified copy of which is hereto attached as Annex “A,” hereinafter referred to as the “**COURT**”;

-and-

\_\_\_\_\_, a corporation organized and existing in accordance with Philippine laws, with principal business address at \_\_\_\_\_, and represented by \_\_\_\_\_, as duly authorized for the purpose by a Secretary’s Certificate dated \_\_\_\_\_, hereto attached as Annex “B,” hereinafter referred to as the “**SERVICE PROVIDER.**”

**WHEREAS**, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on \_\_\_\_\_ an Invitation to Bid for the *Procurement of Low-Code Development Platform for the Supreme Court*. The Invitation to Bid was posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the Supreme Court Website, and the Supreme Court Bulletin Boards located in conspicuous places within the **COURT’S** premises;

**WHEREAS**, the **SERVICE PROVIDER** won in the public bidding conducted by the **COURT** on \_\_\_\_\_ and was recommended by the SC-BAC-GS in its Memorandum dated \_\_\_\_\_, to be awarded the contract





for the *Supply, Delivery and Deployment of Low-Code Development Platform for the Supreme Court* (hereinafter referred to as “the **PROJECT**”), which recommendation was approved by the Court *En Banc* through its Resolution dated \_\_\_\_\_ in \_\_\_\_\_;

**NOW THEREFORE**, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SERVICE PROVIDER** hereby agree on the following:

## **ARTICLE I CONTRACT DOCUMENTS**

1.1 **OFFICIAL BID DOCUMENTS.** The **SERVICE PROVIDER** shall perform its contractual obligation in accordance with the following Official Bid Documents, which are made integral parts of this Contract:

1.1.1 Proposal and Price Schedule submitted by the **SERVICE PROVIDER**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;

1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any;

1.1.3 Schedule of Requirements;

1.1.4 Technical Specifications;

1.1.5 General and Special Conditions of the Contract;

1.1.6 Supplemental Bid Bulletins, if any;

1.1.7 Performance Security;

1.1.8 Notification of Award and the **SERVICE PROVIDER**'s *conforme* thereto; and

1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **SERVICE PROVIDER** agrees that additional documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, and that prescribed in the Terms of Reference shall likewise form part of the Contract.

1.2 **COMPLEMENTARY NATURE.** This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

1.3 **INCIDENTAL ITEMS.** This Contract shall include any and all such items, although not specifically mentioned, that can be reasonably inferred as being required for the Project's completion as if such items were expressly mentioned herein.



- 1.4 **FAILURE TO COMPLY.** If the **SERVICE PROVIDER** fails to complete the Project under this Contract and the Official Bid Documents within the period provided in Section 3.2 hereof, the **COURT** shall have the right to engage the services of a third party to complete the Project, provided, however, that all expenses incurred by the **COURT** shall be charged to the account of the **SERVICE PROVIDER**. The right of the **COURT** to engage the services of a third party shall be without prejudice to other rights of the **COURT** under this Contract to proceed against the **SERVICE PROVIDER** or to which the **COURT** may be entitled to under the law and equity.

## **ARTICLE II SCOPE OF WORK**

- 2.1 The **SERVICE PROVIDER** shall comply with the Terms of Reference in Section VII of the Bidding Documents for the *Procurement of Low-Code Development Platform for the Supreme Court*.
- 2.2 The **SERVICE PROVIDER** shall comply with the Terms of Reference under Section VII of the bidding documents.
- 2.3 The **SERVICE PROVIDER** shall strictly comply with the timeline set forth in the table summarizing the Scope of Work, and to deliver output in conformity with the descriptions provided.

## **ARTICLE III EFFECTIVITY, DELIVERY DATE, AND CONTRACT PRICE**

- 3.1 **EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SERVICE PROVIDER** of the Notice to Proceed. The term/duration of this Contract may be extended upon the mutual written consent of both Parties. Performance of all obligations shall be reckoned from the effectivity date of the Contract.
- 3.2 **DELIVERY DATE.** Complete supply, delivery, and deployment of the low-code development platform shall be made by the **SERVICE PROVIDER** within twenty four (24) hours from receipt of the Notice to Proceed.
- 3.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery and deployment of the low-code development platform by the **SERVICE PROVIDER** and the acceptance thereof by the **COURT**, the **COURT** shall pay the agreed contract price of\_\_\_\_\_.
- 3.4 **TERMS OF PAYMENT.** The **SERVICE PROVIDER** shall be paid in accordance with the Milestone Payment Schedules.



<b>Milestone</b>	<b>Description</b>	<b>Percentage</b>
1	Release of the NTP, and upon acceptance of the MISO of the low-code development platform license.	<b>50%</b>
2	After completion of training on the use of the low-code development platform by the relevant personnel.	<b>45%</b>
3	End of the contract term (retention money).	<b>5%</b>
	<b>TOTAL:</b>	<b>100%</b>

3.4.1 Payment shall be made within a reasonable time from the submission of the complete, accurate, and undisputed documentary requirements such as but not limited to the following, based on existing accounting and auditing laws, rules, and regulations.

3.4.2 No advance payment shall be made as provided for in Section 88 of Presidential Decree (PD) No. 1445 (Government Auditing Code of the Philippines).

#### **ARTICLE IV REPRESENTATIONS/WARRANTIES**

**4.1 PERFORMANCE WARRANTY.** The **SERVICE PROVIDER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.

**4.2 PRODUCT AND SERVICE WARRANTY.** The **SERVICE PROVIDER** agrees to guarantee the goods against manufacturing defects from the date of issuance of the Certificate of Final Acceptance. In case of any defect discovered or found within this period, the **SERVICE PROVIDER** shall make the necessary replacement or repairs at no expense to the **COURT**.

**4.3 WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SERVICE PROVIDER** in the form of (1) retention money in the amount equivalent to one percent (1%) of every progress payment; or (2) a special bank guarantee equivalent to one percent (1%) of the total contract price which shall be valid for the entire period



of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.

- 4.4 NON-SOLICITATION.** Each party warrants that it has not given any gift, consideration, commission, reward, grant, or endowment to any officer or employee of the other party or representative of such officer or employee in connection with the procurement, signing, or implementation of this Contract; nor has entertained any solicitation for any such gift, consideration, commission, reward, grant, or endowment in connection with the procurement, signing, or implementation of this Contract. Each party undertakes that it shall never attempt to give any gift, consideration, commission, reward, grant, or endowment to any officer or employee of the other party or representative of such officer or employee in connection with any agreement, deal, or arrangement between the parties, and shall immediately report to the other party's management any attempt by any of its officers or employees or representatives of such officer or employee to solicit any gift, consideration, commission, reward, grant, or endowment in connection with any agreement, deal, or arrangement with said party.

## **ARTICLE V PERFORMANCE SECURITY**

- 5.1 AMOUNT AND FORM.** The **SERVICE PROVIDER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank acceptable to the **COURT**, equivalent to five percent (5%) of the total contract price; or (2) bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank acceptable to the **COURT**, which is properly renewed or maintained during the effectivity of this Contract: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the **COURT**.
- 5.2 DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SERVICE PROVIDER** upon the completion of its obligations under the Contract; Provided, however, that the performance



security was not forfeited as a result of the delay or default in the performance of the obligations of the **SUPPLIER**.

- 5.3 **FORFEITURE.** The failure of the **SERVICE PROVIDER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.
- 5.4 **AUTHORITY TO APPLY PAYMENTS.** Any payment or receivable due from the **COURT** in favor of the **SERVICE PROVIDER** under this Contract may be applied by the **COURT** to any unsettled claim against and/or unpaid account of the **SERVICE PROVIDER**. For this purpose, the **SERVICE PROVIDER** hereby grants unto the **COURT** the absolute and irrevocable power and authority to apply any amount due to the **SERVICE PROVIDER** to any unsettled claim of the **COURT** under this Contract.

## **ARTICLE VI CONFIDENTIALITY**

- 6.1 The **SERVICE PROVIDER** agrees that any information, knowledge, data, or opinion obtained as a consequence of this Project, or by reason thereof, is **CONFIDENTIAL**. Such information shall not be used by any of the officers and employees of the **SERVICE PROVIDER**, or by any authorized representative thereof, for any purpose outside the implementation of this Project and except as may be required in carrying out the terms of this Contract.
- 6.2 The **SERVICE PROVIDER** agrees that breach of this confidentiality, through the unauthorized disclosure or dissemination of any information, or the use thereof for any unauthorized purpose, may subject the responsible officers, employees, and authorized representatives of the **SERVICE PROVIDER** to civil and criminal liability in the appropriate court or tribunal.

## **ARTICLE VII TERMINATION OF CONTRACT**

- 7.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract, in whole or in part, which termination shall take effect immediately upon delivery to the **SERVICE PROVIDER** of the corresponding written notice, for default of the **SERVICE PROVIDER** or its breach or violation of the terms and conditions of this Contract, or for any other just cause, as determined by the **COURT**, which determination shall be final and binding upon the **SERVICE PROVIDER**.
- 7.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon delivery to the **SERVICE PROVIDER** of the



corresponding Notice of Termination, in case it is determined *prima facie* that the **SERVICE PROVIDER** has engaged in any unlawful act or behavior, in respect of any matter pertaining to this Contract, before or during the implementation thereof.

- 7.3 **TERMINATION FOR CONVENIENCE.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part, which termination shall take effect within thirty (30) days following the date of receipt by the **SERVICE PROVIDER** of the corresponding written notice, if it has determined the existence of conditions that make Project Implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies. For avoidance of doubt, the right to pre-terminate under this Clause shall not be extended to the **SERVICE PROVIDER**.
- 7.4 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SERVICE PROVIDER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SERVICE PROVIDER**, or breach of this Contract and the Official Bid Documents by the **SERVICE PROVIDER**.
- 7.5 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof, which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

## **ARTICLE VIII GOVERNING LAW AND VENUE OF ACTIONS**

- 8.1 Notwithstanding any provision to the contrary in any of the documents made part of this Contract per Section 1.1 hereof, or any other documents executed subsequently in relation to and in compliance with the terms of this Contract, the parties agree that any dispute arising from this Contract which cannot be resolved amicably by the contracting parties shall be tried in the proper court of the **City of Manila only**, to the exclusion of all other venues. This Contract shall be governed by the laws of the Republic of the Philippines.



**ARTICLE IX  
SEPARABILITY CLAUSE**

9.1. In case any provision in this Contract shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**IN WITNESS WHEREOF**, the parties have signed this Contract on the date and place first above-stated.

**SUPREME COURT OF THE  
PHILIPPINES  
(COURT)**

**(SERVICE PROVIDER)**

Represented by:

Represented by:

\_\_\_\_\_

\_\_\_\_\_

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

(Witnesses)



### ACKNOWLEDGMENT

Republic of the Philippines        )  
City of Manila                        ) S.S.

**BEFORE ME** personally appeared:

- 1) \_\_\_\_\_ with Supreme Court Identification Card No. \_\_\_\_\_; and
- 2) \_\_\_\_\_ with ID No. \_\_\_\_\_  
\_\_\_\_\_

known to me to be the same persons who executed the foregoing Contract for the *Supply, Delivery, and Deployment of Low-code Development Platform for the Supreme Court* and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of \_\_\_\_\_ pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND SEAL** this \_\_\_\_ day of \_\_\_\_\_, 2024  
at the City of Manila, Philippines.

**NOTARY PUBLIC**