

NEGOTIATED PROCUREMENT DOCUMENTS

(DUE TO TWO-FAILED BIDDINGS)

FOR THE

**PROCUREMENT FOR THE ANNUAL
LICENSING OF A DIGITAL TRIBAL
CERTIFICATION SYSTEM**

NATIONAL COMMISSION ON MUSLIM FILIPINOS

Reference No. NCMF-IB-No. 2022-005

Section I. Invitation to Bid

INVITATION FOR NEGOTIATED PROCUREMENT

(Due to Two-Failed Bidding)

FOR THE ANNUAL LICENSING OF A DIGITAL TRIBAL CERTIFICATON SYSTEM

Reference No.: NCMF-IB No. 2022-005

Funding Source - 2021 Continuing Appropriations

End-user: Bureau of External Relations

1. The National Commission on Muslim Filipinos (NCMF), through the 2021 Continuing Appropriations intends to apply the sum of **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND PESOS (P1,750,000.00)** being the Approved Budget for the Contract for the Negotiated Procurement for the Annual Licensing of Digital Tribal Certification System.
2. NCMF now invites your company to submit their best tenders for the aforesaid items.
3. The Procurement of the project will be conducted through **Negotiated Procurement (Two Failed Biddings)**, an Alternative Method of Procurement, in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184.
4. The **Negotiated Procurement Documents** may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of NCMF (www.ncmf.gov.ph).
5. The schedule of activities is listed as follows:

| ACTIVITY | VENUE | DATE AND TIME |
|--|---|---|
| PhilGEPS/NCMF Website Posting | | April 28 to May 4, 2022 |
| Pre-Negotiation Meeting | OSEC Conference Room / WebEx Online Platform | May 05, 2022 (Thursday) 1:00 P.M. |
| Submission of Eligibility and Negotiation Documents (Proposals) | OSEC Conference Room / WebEx Online Platform | May 16, 2022 12:00 P.M. (Monday) |
| Opening of Legal and Technical Eligibility Documents and Negotiation Documents (Proposals) | OSEC Conference Room / WebEx Online Platform | May 16, 2022 1:00 P.M. (Monday) |
| Evaluation of Terms of Reference and Demonstrations of Proof of Solutions | OSEC Conference Room / WebEx Online Platform | May 16, 2022 1:00 PM (Subject to change depending on the number of prospective bidders) (Monday) |
| Opening of Financial Eligibility Documents and Negotiation Documents (Proposals) | OSEC Conference Room / WebEx Online Platform | (Within 48 hours from the conclusion of the demonstrations) |
| Negotiation Meeting | OSEC Conference Room / WebEx Online Platform | (Within 48 hours from the conclusion of the Opening of Financial Eligibility Documents) |

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| Deadline for the Submission and Opening of Best Offer | OSEC Conference Room / WebEx Online Platform | (Within 48 hours upon the conclusion of Negotiation Meetings) |
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6. The Eligibility Documents, Technical and Financial Proposals (“Document”) shall be submitted in one (1) original and two (2) duplicate certified true copy sealed with label:

INVITATION FOR NEGOTIATED PROCUREMENT

Negotiated Procurement due to Two-Failed Biddings

In accordance with Section 53.1 of the 2016 IRR of RA 9184

Project Identification: Reference NCMF IB No. 2022-005

Procurement for the Annual Licensing of a Digital Tribal Certification System

Any proposal with a financial component exceeding the ABC of the item to be tender shall be automatically rejected at the bid opening.

7. The proposal/document must be duly received by the BAC Secretariat through manual submission at the NCMF-BAC Secretariat Office (see address below) on or before the deadline (see schedule).
8. Details and other instructions related to this project are stated in the Instruction to Negotiator.
9. Opening of Sealed Proposals shall be held at the NCMF OSEC Conference Room on date above stated and live streamed via Webex platform. Meeting ID and password shall be given to Bidder’s representative upon submission of sealed proposal. For ease in the conduct of proceedings, bidders or their authorized representatives must provide the BAC Secretariat, either via e-mail or any acceptable mode of electronic transmission.
10. The NCMF reserves the right to reject any and all bids, to annul the bidding process, and to reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders. Further, the NCMF assumes no obligations whatsoever to compensate or indemnify the bidder/s for any expenses or loss that they may incur in this undertaking nor does it guarantee that an award will be made.
11. For further information, please contact the:

BAC Secretariat

National Commission on Muslim Filipinos, Central Office

79 Jocfer Bldg., Brgy. Holy Spirit, Commonwealth Ave. Diliman, Quezon City

Tel. No. 8952-4875

Email address: bacsecretariat@ncmf.gov.ph

TAHIR S. LIDASAN, JR., CESO II
Executive Director and BAC Chairman

II. Instruction to Negotiator

| | |
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| 1 | The identification number of the Contract is: Reference No. NCMF-IB-2022-005 Invitation for Negotiated Procurement (due to Two-failed Biddings) for the Procurement for the Annual Licensing of a Tribal Certification System |
| 2 | The Funding Source is: 2021 Continuing Appropriation with an ABC of P1,750,000.000 |
| 3 | All Proposals shall contain the Eligibility, Technical and Financial Documents prescribed in the Negotiation Documents. |
| 5 | Compliance with the Schedule of Requirements and a signed copy of the said Schedule of Requirements shall be enclosed in the First Envelope. Compliance with the Technical Specifications and a signed copy of the Technical Specification for the goods being offered shall also be enclosed in the First Envelope. |
| 6 | In case of Unnotarized Omnibus Sworn Statement (OSS), it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020. |
| 7 | The ABC is PESOS: One Million Seven Hundred Fifty Thousand (Php1,750,000.00) . Any offer with a financial component exceeding the ABC for each item being bid shall not be accepted. Offers will be valid until the duration of the project. |
| 8 | Bidders must sign or initial each and every interlineation, erasure, over-writing and correction made on their bids. Failure to do so shall result in the invalidation and rejection of their bids. |
| 9 | No offer may be modified after the deadline for submission of offers. No offer may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR. |
| 10 | Each partner of a joint venture agreement shall likewise submit the requirements in BDS 12.1 Eligibility documents (a)(i) to (a)(iv). Submission of documents required under BDS 12.1. Eligibility documents (a)(v) to (a)(vii) by any of the joint venture partners constitutes compliance. If no JVA, please indicate not applicable or none |
| 11 | Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Offer, the Bidder shall submit the following documentary requirements: 1. Latest Income Tax and Business Tax Returns filed and paid through the Electronic Filing and Payments System (EFPS) consisting of the following: <ul style="list-style-type: none"> • 2020 Income Tax Return with proof of payment; and VAT Return Form 2550M and VAT Return Form 2550 |

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| 12 | Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required Performance Security and sign the contract with specific date and return it to the Procuring Entity. |
| 13 | <p>To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10)calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.</p> <p>A Performance Securing Declaration (PSD) in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract shall be accepted, subject to the following:</p> <ol style="list-style-type: none"> a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract. A copy of the PSD form is attached hereto as Annex "A"; b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form. c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be. |
| | The Performance Security must have a validity of one year |
| 14 | <p>The Notice to Proceed shall be issued within three (3) calendar days from approval of the Contract.</p> <p>A Delivery Order shall also be issued.</p> <p>Fee for the notarization of the Contract Agreement shall be for the account of the supplier.</p> |
| 15 | <p>The terms of payment shall be as follows:</p> <p>Payment shall be made through LDDAP (Land Bank account of the winning bidder and all payments are subject to the applicable withholding taxes.</p> <ol style="list-style-type: none"> a. BIR VAT registered Supplier's Invoice (Original and 2 duplicate copies) issued under the name "National Commission on Muslim Filipinos". All entries in the Invoice must be typewritten or computer-printed. (submitted during delivery of the items) b. Delivery Receipt (Original and Duplicate) issued under the name "National Commission on Muslim Filipinos" received/signed by representative. (submitted during delivery of the items) c. In order to proceed with the payment process, the supplier must ensure that the following are submitted, if applicable: <p style="text-align: center;">Renewed Mayor's/ Business Permit in lieu of the submitted expired</p> |

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| | <p>permit or Official Receipt for renewal of permit and the copy of expired permit;</p> <ul style="list-style-type: none"> ii. Notarized Omnibus Sworn Statement (Revised) in lieu of the submitted unnotarized Omnibus Sworn Statement; and iii. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Clause 33.2 of Section II. Instructions to Bidders of the Bidding Documents, in lieu of the unnotarized PSD. |
| 16 | <p>Performance Security</p> <p>If the Performance Security is in the form of a Surety Bond, the winning supplier shall submit a certification issued by the Insurance Commission stating that the surety and/or insurance company is authorized to issue such bond or security.</p> <p>A Performance Securing Declaration (PSD) in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract shall be accepted, subject to the following:</p> <ul style="list-style-type: none"> a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract. A copy of the PSD form is attached under Section IX. Bidding Forms. b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form. <p>The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.</p> |
| 17 | <p>Warranty</p> <p>In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for three (3) months for expendable goods and one (1) year for non-expendable goods after acceptance by the Procuring Entity of the delivered Goods. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) for every progressive billing, or a special bank guarantee equivalent to at least one percent (1%) of the Contract Price. The said amounts shall only be released after the lapse of three (3) months for expendable goods and one (1) year for non-expendable goods; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p> <p>The period for correction of defects in the warranty clause is fifteen (15) calendar days from written notification.</p> |

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| 18 | <p>Liquidated Damages</p> <p>The applicable rate is one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p> |
| 19 | <p>In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004.”</p> |
| 20 | <p>Inspection and Test</p> <p>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. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspection 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.</p> |

Section III. Bid Data Sheet

BID DATA SHEET

| ITB Clause | |
|------------|---|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Negotiated Procurement for the Annual Licensing of a Digital Tribal Certification System</i> b. Completed within 3 years prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>No further instructions</i> |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amount:</p> <p style="text-align: center;">LOT 1 – P1,750,000.00</p> <ul style="list-style-type: none"> a. The amount of not less than <u>Php35,000.00 (2% of ABC)</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>Php87,500.00 (5% of ABC)</u> if bid security is in Surety Bond. |
| 19.3 | <i>No further instructions</i> |
| 20.2 | <p>The following document(s) shall be required in the submission of Proposals:</p> <ul style="list-style-type: none"> a. Latest Income and Business Tax Returns; b. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration; c. Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located; d. Tax Clearance Certificate per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); e. Audited Financial Statements, stamped "received by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission; |

Section IV. Schedule of Requirements

Schedule of Requirements

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

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|--------------------|--|-----------------|--------------|---|
| 1 | Negotiated Procurement for the Annual Licensing of a Digital Tribal Certification System | Package | P1,750,000 | Two (2) weeks upon receipt of Notice to Proceed (NTP) |

Section V. Technical Specifications

Procurement Reference No. NCMF-IB-2022-005

Type or print clearly the Technical proposal on the space provided. DO NOT LEAVE BLACKS. A “YES” or ‘NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO COMPLY WILL RESULT IN THE REJECTION OF THE BIDDER’S PROPOSAL.

| ITEM | SPECIFICATION | STATEMENT OF COMPLIANCE |
|-------------|--|--|
| A | Must be hosted on a secure Cloud server, with a 99.95% uptime requirement. | 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 proposal offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidder’s 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 independent test data, 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 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 subject to the provisions of ITB Clause 1.3.1(a)(ii) and or GCC Clause 2.1(a)(ii) |
| B | Must implement industry-accepted standards on information security and cybersecurity protocols such as encryption, hashing and protection against Dedicated Denial of Service (DDoS) attacks, SQL injection, and | Same as above |

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| | XSS scripting. A brochure, certificate. License, or similar documents must be provided. | |
| C | Must be accessible using devices such as desktops, laptops, tablet, and smartphones. A brochure, certificate. License, or similar documents must be provided. | Same as above |
| D | Must implement Principle of Least Privileges as a security measure. A brochure, certificate. License, or similar documents must be provided. | Same as above |
| E | Must be ready for integration via REST APIs to third-party applications such as but not limited to SMS gateway, payment gateway, email gateway, etc. A brochure, certificate. License, or similar documents must be provided. | Same as above |
| F | Must use the ACCESS framework for the frontend design of the portal to implement intuitive navigation, user-friendliness design, and mobile-optimized layout that works across multiple device aspect ratios. An overview of the bidder's implementation of the ACCESS framework must be submitted as part of the bidding documents. | Same as above |
| G | Must use the SHAOS framework for the backend design of the portal to implement a robust backend design. An overview of the bidder's implementation of the SHAOS framework must be submitted as part of the bidding documents. | Same as above |
| H | Must include disaster-recovery protocols such as geo-redundancy to protect against server downtime and data loss. A network architectural showing the disaster-recovery capability of the system must be submitted as part of the bidding documents. | Same as above |
| I | The solution to be presented on the proof of solution and to be licensed must be use C#, Angular, and >NET Framework in its tech stack. A certification certifying that the bidder's solution uses the abovementioned tech stack must be submitted as part of the bidding document. A system diagram | Same as above |

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| | and the application in the stack with version numbers must also be provided. | |
| J | Must demonstrate that their system template has the most relevant format or design in relation to the current Certificate of Tribal Membership application form and process, and must demonstrate an understanding of the process of issuing a Certificate of Tribal Membership and. A screenshot/s of this feature must be submitted as part of the bidding documents, as well as a brief explanation of the CTM issuance process. | Same as above Same as above |
| K | Must have reports that show key metrics that NCMF can utilize to further improve their operations and for reportorial compliance. These generated reports must be convertible to file formats compatible with Microsoft Office (i.e. Excel). A screenshot/s of the feature must be submitted as part f the bidding documents. | Same as above |
| L | Must have a QR-scan feature that enables validation of issued electronic certificates of tribal membership. A screenshot/s of this feature must be submitted as part of the bidding documents. | Same as above |
| M | The digital system must have a user-friendly interface that provides the most efficient, organized, and systematic format and procedure, taking into consideration ease of use of both client and administrators. A certification of average usage time, or process time (from initiation to conclusion of application/processing) per client must be provided, and will be challenged during the demonstration through random subject testing. | Same as above |
| N | 2. In relation to Section IV.1, the BAC shall include the representative from PS-MISD, and IT consultant/s designated or authorized by the end-user in the BAC TWG for the evaluation of Terms of Reference (TOR) and Technical Specifications. The inputs of the BER-authorized IT consultant/s and representative from MISD on the submitted evidence of technical | Same as above |

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| | specifications compliance and the proof of solution demonstration shall form the basis of the bid responsiveness of qualified suppliers. | |
| ○ | All technical personnel who will provide technical support during the warranty period must have proof of competencies, certifications or licensing. Copies of relevant educational and training documents shall likewise be submitted. | Same as above |
| | | |

NAME OF COMPANY

Address

Signature over Printed Name

Telephone /Email Address

NOTE:

The Procuring Entity requires sealed and signed of Three (3) copies each of Technical and Financial components: one (1) original copy and two (2) certified true copies of both envelopes.

TERMS OF REFERENCE

Title: Negotiated Procurement for the Annual Licensing of a Digital Tribal Certification System of the National Commission on Muslim Filipinos

Type: Goods

ABC: P1,750,000.00

End-User: Bureau of External Relations (BER)

I. PROJECT DESCRIPTION:

The Digital Tribal Certification System (“DTCS”) is an online portal that enables stakeholders of the National Commission on Muslim Filipinos (“NCMF”) to apply for certification of membership in Muslim ethnic minority group or tribe. The DTCS is available twenty-four hours a day, seven days a week (24x7) for application, processing, and verification of tribal membership.

The NCMF aims to procure a 1-year license of a readily available system for this project.

II. PROJECT OBJECTIVES:

The National Commission on Muslim Filipinos aims to:

1. Provide a standard certification process for tribal membership to its stakeholders in an effort to help them avail of support and services accorded to members of Muslim ethnic minorities.
2. Institutionalize information-sharing and data-exchange with government agencies in servicing the regulatory and welfare needs of Muslim ethnic minority and tribal members, particularly in the areas of official records, transactional data, and statistical information.
3. Provide fast, easy, and convenient process in applying for, processing, and/or verification of the membership of Muslim ethnic minorities and tribal members.
4. Realize savings in expenses by reducing use of paper, and its concomitant supplies such as ink, pens, pencils, paper clips, staples, and folders, as well as improve energy efficiency as a result of reduced use of appliances such as photocopiers, printers, and scanners.

III. GENERAL PROVISIONS

The DTCS is designed to provide a standard certification process for tribal membership to stakeholders of the NCMF. If there is any apparent contradiction or ambiguity between the sections of this specification, the supplier shall bring the matter to the attention of the NCMF during the pre-bid conference and shall obtain their decision as to the true meaning or intention before proceeding with the affected supply.

IV. SPECIAL PROVISIONS

1. As part of the bid evaluation, written proof of readiness and capabilities of the solution to be licensed for the DTCS Project must be provided, with the end user reserving the right to request for additional references or documentation, as needed.
2. In relation to Section IV.1, the BAC shall include the representative from PS-MISD, and IT consultant/s designated or authorized by the end-user in the BAC TWG for the evaluation of Terms of Reference (TOR) and Technical Specifications. The inputs of the BER-authorized IT consultant/s and representative from MISD on the submitted evidence of technical specifications compliance and the proof of solution demonstration shall form the basis of the bid responsiveness of qualified suppliers.
3. Submission of the lowest calculated bud must come from a legally and technically qualified bidder for the bid to be considered for post qualification.
4. All databases created/generated by the time of licensing shall be owned by the Procuring Entity.

V. PORTAL COMPONENTS

The DTCS is composed of the following components:

1. APPLICATION PORTAL

This is a secure online web-based tribal membership application. Its internet-facing module provides a convenient way for NCMF stakeholders to appl for certification as a Muslim ethnic minority or tribal member.

2. PROCESSOR PORTAL

This is a secure online web-based processing application where authorized NCMF personnel can process applications for certification as a Muslim minority or tribal member. This component can generate and issue digital tribal membership certificates bearing a QR code. When scanned, this QR code will redirect users to the verification portal.

3. VERIFICATION PORTAL

This is a secure online web-based verification application, which, upon scanning the QR code of the digital certificate of tribal membership, displays a verified membership status for a particular member with the corresponding digital copy of the certificate of tribal membership.

4. ADMIN PORTAL

This is a secure online web-based admin application. This component allows for system configuration changes and for accessing reports.

VI. PROJECT DELIVERABLES

1. Fully Functional Digital Tribal Certification System
2. User Guide
3. User Training

VII. RESPONSIBILITIES OF THE WINNING BIDDER

- a. The winning Bidder shall provide a Fully Functional Digital Tribal Certification System with functionalities stated in Section V. Technical Specifications.
- b. Ensure the timely delivery of project deliverables as enumerated in this Terms of Reference.
- c. Warrant and guarantee that the software, in part or in full, acquired for use in the project does not infringe on intellectual property rights and that the same are legally acquired, and appropriately licensed for use in the Philippines.
- d. Repair, reprogram, an rebuild modules should the NCMF technical working group and end-user find the system components delivered to be defective and totally unacceptable based on the standards set forth by this Terms of Reference.
- e. Provide adequate user's training for the NCMF personnel on the use of the DTCS.
- f. Warrant that the applications and systems delivered, installed, and deployed do not contained any harmful codes or any other malware that may compromise the integrity of the NCMF Local Area Network as a whole. The warrant shall include an assurance that the data losses of this project caused by failures during programming, testing, and application deployment, which are traced as the handiwork of the Winning Bidder and his programmers and staff, the lost and damaged data in the project database shall be returned to its original functional status with data intact and readable. Expenses incurred for the recovery of the data shall be borne by the Winning Bidder. The Winning Bidder should be held liable for damages caused by any breach of this warranty clause

VIII. RESPONSIBILITY OF THE NATIONAL COMMISSION ON MUSLIM FILIPINOS

- a. Assist and provide the contractor relevant information and work permits during the project implementation in its health centers.
- b. To conduct the necessary testing and evaluation of deliverables in coordination with the Contractor based on the technical specification requirements set forth by this Terms of Reference.
- c. If the delivery items meet the acceptance evaluation, to sign thru its Agency Head or authorized representatives the Acceptance Certificate for that item.

IX. PAYMENT

The NCMF shall pay the Contractor a fee amounting to One Million Seven Hundred Fifty Thousand Pesos (PhP1,750,000.00). In case of notable delays on the part of the

Winning Bidder, a penalty of 1/10 of 1% (one per cent) of the service undelivered for every business day of delay shall be charged.

| DELIVERABLE | % | DATE |
|---|----------|--|
| Digital Tribal Certification System Go-Live | 100% | Within 2 weeks upon receipt of Notice to Proceed |

The contract shall include at least a basic tier plan for hosting, with inclusion of free remote technical support for 1 year as part of the warranty.

The system must allow for free periodic system updates within the period of licensing as to the format and/or content, or technical specifications, as needed by the end user and within the bounds of the contract.

X. EXPECTED TIMEFRAME

The delivery of the expected output as enumerated above shall be within 2 (two) weeks after receipt of Notice to Proceed or Notice of Award from the NCMF.

XI. WARRANTY PERIOD

The warranty period for this project is one (1) year from the date of issuance of Certificate of Acceptance.

Section VI. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Note: Any missing and/or invalid document in the hereunder- mentioned checklist is a ground for outright rejection of the Offers

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
and
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Valid Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
*In case of recently expired Mayor's/Business permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, **subject to submission of Business or Mayor's permit after award of contract but before payment in accordance with Item 6.2 of GPPB Resolution No. 09-2020.***
and
- (d) Valid Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Revised Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
In case of Revised Omnibus Sworn Statement (ROSS) it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award but before payment in accordance with Item 6.3 f GPPB Resolution No. 09-2020

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Schedule(s).

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

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

VIII. BIDDING FORMS

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Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

•

**Statement of all Government & Private Contracts Completed
which are similar in nature**

Business Name : _____

Business Address: _____

| Name of Contract | A .Owner's Name b. Address c. Telephone Nos. | Nature of Work | Bidder's Role | % | a. Amount at Award b. Amount at Completion c. Duration | a. Date of Award b. Contract Effectivity c. Date Completed |
|------------------|--|----------------|---------------|---|--|--|
| | | | Description | | | |
| Government | | | | | | |
| | | | | | | |
| | | | | | | |
| Private | | | | | | |
| | | | | | | |
| | | | | | | |

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- a) Cut-off date is December 2021.
- b) Subject completed contract:
 - (i) If there are more than ten (10) completed contracts in a year, state at least 10 completed contracts for said year. Contracts that are similar to the project being bid in terms of nature and amount shall be prioritized in inclusion in the list.
 - (ii) If there are 10 or less completed contracts in a year, state all completed contracts for said year (government and private contracts which may be similar or not similar to the project being bid).
 - (iii) If there are no completed contract in a year, state none or equivalent term. This shall not be a basis for disqualification.
- c) Single Largest Contract to be submitted must be a part of the list.

List of all ongoing Government & private Contracts including Contracts awarded but not yet started

Business Name : _____

Business Address: _____

| Name of Contract/ Project Cost | a. Owner's Name b. Address c. Telephone No. | Nature of Work | Bidder's Role | | a. Date Awarded b. Date Started c. Date of Completion | % of Accomplishment | | Value of Outstanding Works/Undelivered Portion |
|-----------------------------------|---|----------------|---------------|---|---|---------------------|--------|--|
| | | | Description | % | | Planned | Actual | |
| | | | | | | | | |
| Government | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Private | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Submitted by: _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started within three (3) years (government and private contracts which may be similar or not similar to the project being offered) prior to December 2021.
- ii. If there is on-going contract awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the on-going and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT
Which is Similar in Nature

Procurement Reference No. NCMF-IB-2022-005

Bidder's Company Name: _____

Bidder's Official Address: _____

Total ABC of the Item(s) to be Negotiated: _____

| Name of Client and Contract | Date of Contract | Duration of Contract | Kinds of Goods | Amount of Contract | Date of Delivery | End User's acceptance or Official Receipt(s) issued for the contract if completed |
|-----------------------------|------------------|----------------------|----------------|--------------------|------------------|---|
| | | | | | | |

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Reminder:

- a) Single largest contract of similar in nature within the last two (2) years amounting to at least twenty five percent (25%) of the ABC of the item/s being bid.
- b) Cut-off date is the date prior to the Opening of Bids.
- c) Similar contract shall refer Licensing of a Digital Certification System.

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: **Procurement Identification Reference No. NCMF-IB-2022-005**

To: NATIONAL COMMISSION ON MUSLIM FILIPINOS
79 Jocfer Bldg (Annex), Commonwealth Avenue
Diliman, Quezon City

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity] Affiant

[Jurat]

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

BID FORM

Date: _____
Procurement Reference No. _____

The Chairperson
NCMF-Bids and Awards Committee
National Commission on Muslim Filipinos
Commonwealth Avenue, Quezon City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin (*insert numbers*), the receipt of which is hereby duly acknowledged, we the undersigned, officer 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 such other sums as may be as may be ascertained in accordance with the Schedule of Prices attached herewith and made part if the Bid.

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

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

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

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

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

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

Dated this _____ day of _____ 20_____.

(Signature)
Financial Proposal Submission Sheet

(in the capacity of)

Date: _____

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20__ between (name of PROCURING ENTITY) of the Philippines (hereafter called "the Entity") of the one part and (name of Supplier) city and country of Supplier (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., (brief description of goods and services) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of (contract price in words and figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Bid Form and the price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

