



Bidding Documents for

Development of National Parks Development Committee (NPDC) Portal

NPDC-2024-ITB-009

2024

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

- b. Specific details, such as the *"name of the Procuring Entity"* and *"address for bid submission,"* should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF - Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

CPI - Consumer Price Index.

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

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



Development of National Parks Development Committee (NPDC) Portal
NPDC-2024-ITB-009

1. The **NATIONAL PARKS DEVELOPMENT COMMITTEE** through the General Appropriations Act of 2024 intends to apply the sum of **Eight Million Pesos Only (PhP 8,000,000.00)** being the ABC to payments under the contract for **Development of National Parks Development Committee (NPDC) Portal / NPDC-2024-ITB-009**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NATIONAL PARKS DEVELOPMENT COMMITTEE** now invites bids for the above Procurement Project. Delivery of the Goods is required within **Six (6) Months** upon receipt of the Notice to Proceed (NTP). 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.
 - a. 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 **National Parks Development Committee** and inspect the Bidding Documents at the address given below during **weekdays from 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **10 August 2024** 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 **Ten Thousand Pesos (PhP 10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The National Parks Development Committee will hold a Pre-Bid Conference on **Monday, 19 August 2024, 10:00 AM** at **The Gallery, Rizal Park Luneta, Ermita, Manila** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **Monday, 02 September 2024, 12:00 NN at the Lobby, NPDC Office at the Old Planetarium, Padre Burgos Ave., Ermita, Manila**. 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 **Monday, 02 September 2024, 1:00 PM** at the **The Gallery, Rizal Park Luneta, Ermita, Manila**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bids shall be prepared in one (1) original and four (4) copies using the appropriate Bid forms provided in Section VIII of the Bidding Documents furnished in strict compliance to the requirements of RA 9184. Any erasure, correction, or changes shall be initialed by the bidder or his authorized representative. All pages must be signed on the space provided for. Any unsigned page of the bidder's tender shall be a ground for disqualification.
11. The **National Parks Development Committee** reserves the right to reject 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.
12. For further information, please refer to:
BEO RAVEN V. BENSURTO
NPDC-BAC Secretariat
National Parks Development Committee
NPDC Office, Padre Burgos St., Ermita, Manila
8880-4895
bac@npdc.gov.ph / bvbensurto@npdc.gov.ph

13. You may visit the following websites for downloading of Bidding Documents: www.npdc.gov.ph/ <https://www.philgeps.gov.ph>

09 August 2024

(Sgd.)

FLORIZZA P. BUCLATIN

NPDC BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **National Parks Development Committee** wishes to receive Bids for the **Development of National Parks Development Committee (NPDC) Portal** with identification number **NPDC-2024-ITB-009**.

The Procurement Project (referred to herein as "Project") is composed of 1 item, 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 for **2024** in the amount of **Eight Million Pesos Only (PhP 8,000,000.00)**

2.2. The source of funding is:

- a. NGA, the General Appropriations Act

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 exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

a. Subcontracting is not allowed.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed 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 the **BDS**.
- 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 the **BDS**.

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:

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 *[indicate date]*. 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**.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 - One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

- 20.1 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**.
- 21.2. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. UI / UX Research & Prototyping and Product Development for System Portals</p> <p>Completed within five (5) years upon submission of the bid</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
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> <p>a. The amount of not less than PhP 160,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than PhP 140,000.00 if bid security is in Surety Bond.</p>
19.3	Not applicable.
20.1	<ol style="list-style-type: none"> 1. If sole proprietorship, DTI Registration certified by DTI; If partnership, SEC Certification of Registration and Articles of Partnership, and List of Partners; If corporation, SEC Certification of Registration and Articles of Incorporation; If joint venture, copy of Joint Venture Agreement certified by SEC; and, if cooperative, Certificate of Registration with the Cooperative Development Authority and Copy of Articles of Cooperation; 2. Copy of the Bidder's Current Business license and permit certified by the issuing office; 3. BIR Registration Certificate and valid BIR Tax Clearance;

	<ol style="list-style-type: none"> 4. Company Profile and Curriculum Vitae of the Project Manager, UI/UX Researchers, Business Analyst, Software Developers, System Architect, Quality Assurance Analyst; 5. Certificates that the contractor have a broad knowledge of current web development technologies and design tools in the field, and new software and other web programming languages and programs including use of HTML, Javascript Frameworks, Java, and Python; 6. Certificates or proof that the contractor has at least five (5) years of technical experience in the web development projects, demonstrating capabilities and experience in this field. 7. Certificates or proof that the contractor has at least five (5) years of technical experience in the conduct of User Interface/ User Experience Research. 8. Proof that the Project Leader possesses a minimum of ten (10) years of pertinent experience in technology and innovations, and must hold a master's degree in a field related to business and innovations; 9. Certificates or proof that the project lead of the contractor has a proven ability to innovate, with a working knowledge of software development, systems integration, machine learning, and computer vision. The project lead must also have experience working on software development projects that incorporate design methodologies required for the UX research phase of the project; 10. Proof that the in-house team have expertise that includes data scientists, technology experts and coders, social media experts with reputable portfolio and implemented projects. A working knowledge of international development issues and agendas is an asset. The in-house team should be composed of personnel for: Project Manager, UI/UX Researchers, Business Analyst, Software Developers, System Architect, Quality Assurance Analyst; 11. Certificate of Satisfactory Experience from at least one (1) Philippine Government Agency.
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	12. The Bidder must submit the existence/availability of Business Continuity Plan (BCP) to ensure continuity of service provided to the government institutional clients.
21.2	Not applicable.

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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents -</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>["The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</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). For purposes of this Clause the Procuring Entity's Representative at the Project Site is Reshiena P. Logo, Information Technology Officer I, Planning and Management Division.</p> <p>Incidental Services -</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"> performance or supervision of on-site assembly and/or start-up of the supplied Goods; furnishing of tools required for assembly and/or maintenance of the supplied Goods; <ul style="list-style-type: none"> a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; b. 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
	<ul style="list-style-type: none"> <ul style="list-style-type: none"> c. 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.

[Specify additional incidental service requirements, as needed.]

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

Spare Parts -

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

Select appropriate requirements and delete the rest.

1. 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
2. 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 costs 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 *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<p>Packaging -</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<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>Transportation -</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>Intellectual Property Rights -</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

Section VI. 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	Unit	Delivered, Weeks/Months
I.	UI / UX Research and Prototyping	1	lot	Six (6) Months upon the receipt of the Notice to Proceed (NTP)
II.	NPDC Portal Development, Project Documentations and conduct of End User Trainings	1		
III.	Go Live and Project Completion and Acceptance	1		

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

NAME OF BIDDER

SIGNATURE

DATE

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by 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.]</i></p>
I.	UI / UX Research and Prototyping and Software Requirements Specification (SRS)	

	A. Research and interviews. The deliverables will include user personas and customer journey maps to understand user demographics, goals and frustrations.	
	B. Prototyping. The deliverables will consist of sitemaps, low-fidelity wireframes, and high-fidelity interactive prototypes to depict the application's structure and design.	
	C. Evaluation. The deliverables will involve qualitative methods like usability testing and user feedback to refine the prototype for up to three (3) design iterations. Adjustments will be made based on evaluation results.	
	<p>D. Documentation (SRS). The UI/UX Design Document will detail the final design components and specifications necessary for product development. This shall contain the following, at the minimum:</p> <ul style="list-style-type: none"> - Research methods - Documentation of the results of the prototyping and design iterations conducted (date, 	

	<p>participants, objectives, scenarios, results, feedback/suggestions , next steps)</p> <ul style="list-style-type: none"> - External interface requirements, describing how the systems will interface with other system - Functional requirements, showing the inputs and outputs of the system - Non-functional requirements, describing the system qualities (i.e. performance requirements, security requirements, usability, scalability, maintainability and recovery in case of disaster) - Business process with analysis - Research results - User Personas - User Journey - Sitemap - User story - Recommendations & Next steps 	
II.	Product Development of the NPDC Portal.	
	<p>A. Visitor Management System</p> <ul style="list-style-type: none"> - Shall display the current count of total 	

	<p>park visitors in Rizal Park</p> <ul style="list-style-type: none"> - The current count of total visitors will be fetched from the NPDC's existing and/or new Visitor Counting System, on an hourly basis. 	
	<p>B. Reservation Management System</p> <ul style="list-style-type: none"> - Shall be a web-based responsive system, which will digitize the booking of venue rentals, including acceptance of terms & conditions, acknowledgement of conforme and producing soft copy of the permits. The system will also integrate with the existing online payment of NPDC (Link.Biz Portal). - Bookings are categorized as follows: <ul style="list-style-type: none"> i. Free-of-charge (FOC) and Media Coverage. The system will have the following features: <ul style="list-style-type: none"> ➤ Allow the renter to fill up and submit the application form online. This includes acceptance to the terms and conditions. 	

	<ul style="list-style-type: none"> ➤ Allow CPAD to assess the application. ➤ Allow the Chief Accountant to review the application once assessed. ➤ Notify the renter if the application was approved or rejected. ➤ Produce a soft copy of the permit. 	
	<p>ii. Small Activities, Wedding Reception, Parties and Gathering. The system will have the following features:</p> <ul style="list-style-type: none"> ➤ Allow the renter to fill up and submit the application form online. This includes acceptance to the terms and conditions. ➤ Allow CPAD to assess the application. ➤ Allow the Chief Accountant to review the application once assessed. ➤ Notify the renter if the application was approved or rejected. ➤ Allow the renter to pay online if the 	

	<p>application was approved.</p> <ul style="list-style-type: none"> ➤ Produce a soft copy of the permit and will require the renter to acknowledge the conforme. <p>iii. Big Events and Other Complex/ Highly Technical Request. The system will have the following features:</p> <ul style="list-style-type: none"> ➤ Allow the renter to fill up the Permit Approval Request Form (PARF) including attachment of a letter of intent and submit the request. ➤ Allow CPAD to assess the application. ➤ Allow the Chief Accountant to review the application once assessed. ➤ Allow the renter to pay online if the application was approved. ➤ Require the renter to accept the terms and conditions before the permit is produced. <p>In addition, the system will:</p>	
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	<ul style="list-style-type: none"> - Require a valid email address for the renter to be able to apply. - Allow seamless sign-on to CPAD employees and to the Chief Accountant. - Will not cover the refund and disbursement process as only collections will be catered. - Provide access to the Administration Panel to enable future modifications. During the data gathering, the vendor shall identify, with the help of the end-users, which parameters will require future modifications/adjustments. 	
	<p>C. Park Information System</p> <ul style="list-style-type: none"> - Shall involve enhancement of the interface/design of the existing contents of the NPDC website - Should not be a static website (not hardcoded; will not require the services of the vendor or web developers to add/delete/modify the content). - Should be in a CMS-style system, wherein 	

	the content manager will be presented with an easy-to-use interface so that non-technical persons can manage the content.	
III.	Provision of the In-House Personnel to perform the deliverables under the aforementioned Project Components	
	Project Manager	
	Project Manager - Support	
	Technical Architect	
	UI/UX Expert - Lead	
	UI/UX Expert - Three (3) Support	
	Business Analyst	
	Quality Assurance	
	Developers - Senior	
	Developers - Mid Level	
	Developers - Two (2) Juniors	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed 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.

Financial Documents

- ☐ (g) 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

- ☐ (h) 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

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (k) *[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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

APPENDIX 1 - TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE DEVELOPMENT OF NATIONAL PARKS DEVELOPMENT COMMITTEE (NPDC) PORTAL

I. PROJECT TITLE

Development of National Parks Development Committee (NPDC) Portal

II. BACKGROUND

As an attached agency of the Department of Tourism (DOT), the NPDC is tasked with developing, preserving, and managing Rizal and Paco Parks in Manila, as well as any other parks assigned to it. One of its key goals is to increase the number of park visitors.

To effectively provide a modern digital solution for promoting Rizal Park and Paco Park, the Development of NPDC Portal project is being proposed. This project aims to help the NPDC achieve its target of increasing park visitors and to efficiently perform its mandate and functions.

The NPDC is seeking a service provider or vendor to provide comprehensive services for the development of the NPDC Portal. These services should include expertise in web application technologies, system architectural design, functional specifications, technical requirements, and end-user access training.

III. OBJECTIVE OF THE CONTRACT

The NPDC Portal is envisioned to provide a modern digital solution for promoting Rizal Park and Paco Park. The portal will include the following features: a) Visitors Management System, b) Reservation Management System, and c) Park Information System.

IV. SCOPE OF WORKS AND SERVICES TO BE PROVIDED

The Scope of Works shall have two (2) components: a) UI / UX Research & Prototyping; and b) Product development for each feature.

COMPONENTS	DESCRIPTION
UI / UX Research and Prototyping and	The bidder shall conduct the following:

COMPONENTS	DESCRIPTION
Software Requirements Specification (SRS)	<p>E. Research and interviews. The deliverables will include user personas and customer journey maps to understand user demographics, goals and frustrations.</p> <p>F. Prototyping. The deliverables will consist of sitemaps, low-fidelity wireframes, and high-fidelity interactive prototypes to depict the application's structure and design.</p> <p>G. Evaluation. The deliverables will involve qualitative methods like usability testing and user feedback to refine the prototype for up to three (3) design iterations. Adjustments will be made based on evaluation results.</p> <p>H. Documentation (SRS). The UI/UX Design Document will detail the final design components and specifications necessary for product development. This shall contain the following, at the minimum:</p> <ul style="list-style-type: none"> - Research methods - Documentation of the results of the prototyping and design iterations conducted (date, participants, objectives, scenarios, results, feedback/suggestions, next steps) - External interface requirements, describing how the systems will interface with other system - Functional requirements, showing the inputs and outputs of the system - Non-functional requirements, describing the system qualities (i.e. performance requirements, security requirements, usability, scalability,

COMPONENTS	DESCRIPTION
	<p>maintainability and recovery in case of disaster)</p> <ul style="list-style-type: none"> - Business process with analysis - Research results - User Personas - User Journey - Sitemap - User story - Recommendations & Next steps
<p>Product Development of the NPDC Portal.</p> <p>The product development of the NPDC Portal aims to supplant the current NPDC official website, ensuring that all existing content is maintained or enhanced. This new Portal will be creatively developed using WordPress and will be made accessible for integration with the DICT Super App. The development process will encompass the creation, testing, and deployment stages.</p> <p>Additionally, the hosting of the Portal will be managed by the DICT.</p> <p>The scope and limitations of the bidder in the development of the systems under the NPDC portal are as follows:</p>	<p>The NPDC Portal shall contain three (3) systems, as follows:</p> <p>D. Visitor Management System</p> <ul style="list-style-type: none"> - Shall display the current count of total park visitors in Rizal Park - The current count of total visitors will be fetched from the NPDC's existing and/or new Visitor Counting System, on an hourly basis. <p>E. Reservation Management System</p> <ul style="list-style-type: none"> - Shall be a web-based responsive system, which will digitize the booking of venue rentals, including acceptance of terms & conditions, acknowledgement of conforme and producing soft copy of the permits. The system will also integrate with the existing online payment of NPDC (Link.Biz Portal). - Bookings are categorized as follows: <p>iv. Free-of-charge (FOC) and Media Coverage. The system will have the following features:</p> <ul style="list-style-type: none"> ➤ Allow the renter to fill up and submit the application form online. This includes acceptance to the terms and conditions.

COMPONENTS	DESCRIPTION
<p>Development, testing and deployment of the systems</p> <p>Among the references to be used in the development of the systems under the NPDC portal is the Citizens Charter of the Marketing and Business Development Section - Cultural and Public Affairs Division, External Services items 1 to 5, particularly for the Reservation Management System. The system should also adhere to the standards and security guidelines set by the DICT.</p>	<ul style="list-style-type: none"> ➤ Allow CPAD to assess the application. ➤ Allow the Chief Accountant to review the application once assessed. ➤ Notify the renter if the application was approved or rejected. ➤ Produce a soft copy of the permit. <p>v. Small Activities, Wedding Reception, Parties and Gathering. The system will have the following features:</p> <ul style="list-style-type: none"> ➤ Allow the renter to fill up and submit the application form online. This includes acceptance to the terms and conditions. ➤ Allow CPAD to assess the application. ➤ Allow the Chief Accountant to review the application once assessed. ➤ Notify the renter if the application was approved or rejected. ➤ Allow the renter to pay online if the application was approved. ➤ Produce a soft copy of the permit and will require the renter to acknowledge the conforme. <p>vi. Big Events and Other Complex/ Highly Technical Request. The system will have the following features:</p> <ul style="list-style-type: none"> ➤ Allow the renter to fill up the Permit Approval Request Form (PARF) including attachment of a letter of intent and submit the request. ➤ Allow CPAD to assess the application. ➤ Allow the Chief Accountant to review the application once assessed.

COMPONENTS	DESCRIPTION
	<ul style="list-style-type: none"> ➤ Allow the renter to pay online if the application was approved. ➤ Require the renter to accept the terms and conditions before the permit is produced. <p>In addition, the system will:</p> <ul style="list-style-type: none"> - Require a valid email address for the renter to be able to submit an application. - Allow seamless sign-on to CPAD employees and to the Chief Accountant. - Will not cover the refund and disbursement process as only collections will be catered. - Provide access to the Administration Panel to enable future modifications. During the data gathering, the vendor shall identify, with the help of the end-users, which parameters will require future modifications/adjustments. <p>F. Park Information System</p> <ul style="list-style-type: none"> - Shall involve enhancement of the interface/design of the existing contents of the NPDC website - Should not be a static website (not hardcoded; will not require the services of the vendor or web developers to add/delete/modify the content). - Should be in a CMS-style system, wherein the content manager will be presented with an easy-to-use interface so that non-technical persons can manage the content.

V. TECHNICAL REQUIREMENTS

A. Application Design Requirements

The design of the NPDC portal should be responsive to the needs of key stakeholders and potential end-users, adhere to design standards, and follow the established processes and workflows identified during user testing and feedback

B. UI / UX Design Requirements

1. Conduct user research, interviews, and usability testing with all divisions.
2. Submit a UI/UX Design Document that includes:
 - a. An Initial Usability Test Report of the current NPDC website, summarizing usability findings clearly and concisely to help identify needs, pain points, and possible solutions.
 - b. User Research deliverables, including:
 - i. User personas representing typical users, their demographics, goals, motivations, and frustrations.
 - ii. A customer journey map illustrating the process users take to complete specific goals.
 - c. Prototyping deliverables, including:
 - i. Low-fidelity wireframes that outline the layout of information on each screen, serving as a rough guide for content placement.
 - ii. High-fidelity interactive prototypes displaying all visual and typographic design details, capturing the user flow process and demonstrating interactivity.
 - d. Evaluation deliverables, including:
 - i. Qualitative evaluation through usability testing and/or user feedback with potential end-users as they complete specific tasks with the proposed prototype.
3. Implement up to three (3) design iterations to refine the product to its best possible state for development. Overall, there would be a total of 4 prototypes: the initial prototype and the output of the next 3 design iterations. Design iteration pertains to the process of improving the high-fidelity prototype based on the usability findings.
4. Adjust the design iterations based on evaluation, feedback, and usability findings; ensure that each design iteration undergo UI/UX testing.
5. Ensure the UI/UX Design Document includes the final design components and specifications necessary for product development.

C. Functional Design Requirements

1. Documentation of the System Architecture.
 - This document should provide a comprehensive overview of the system's architecture. It should detail the high-level design of the system, including the various components, their interactions, and the technologies used. The documentation should include diagrams and descriptions that illustrate how the different parts of the system fit together, ensuring that all stakeholders have a clear understanding of the system's structure and operation.
2. Integration details for the existing API-ready payment gateway.
 - This document should provide detailed information on how the API-ready payment gateway will be integrated into the new website. It should include specifics about the API endpoints, data formats, authentication methods, and any other relevant technical details.
3. Functional Specification, including Mockup and Wireframe, Business Requirements
 - Mockup and Wireframe: This section should include visual representations of the website's design, providing a blueprint for the user interface and user experience. Mockups and wireframes should illustrate the layout, navigation, and key elements of each page.
 - Business Requirements: This document should outline the business objectives and goals that the website revamp aims to achieve. It should include a detailed description of the business needs and how the new website will meet these needs.
 - Functional Requirements: This section should describe the specific functionalities that the new website must have. It should detail the features and capabilities that the system needs to support, including user interactions, data processing, and any other operational requirements.
4. Proposed test process based on the output from the UI/UX study.
 - This document should outline the proposed testing strategy and process, informed by the findings from the UI/UX study. It should describe the types of tests to be conducted, including usability testing. The document should also specify the testing tools and methodologies to be used, the criteria for success, and the process for reporting and addressing any issues

identified during testing. The goal is to ensure that the new website meets all requirements and provides an optimal user experience before it is launched.

D. Architectural Design Requirements

1. An end-to-end diagram of the recommended technologies for designing the system, along with specifications for the required infrastructure (e.g., storage size, provider).
2. Details on user types and corresponding data access permissions, noting that only public information can be viewed, displayed, and downloaded from the NPDC portal.
3. Information about storage devices and recommended database technologies, with a note that access to media storage areas will be restricted and logged.
4. The vendor shall maintain separate development, testing, and operational environments to reduce the risks of unauthorized access or changes to the operational environment.
5. Mitigation plans to ensure high availability and secure business continuity.
6. Provisioned environments necessary for testing and deploying the system. The development and test environments will use non-real data, and any production data used for testing will be anonymized to prevent recreation of the original data.
7. Specifications for conducting security tests, including recommended technologies, frequency, processes, and resources required.
8. Implementation details for measures to prevent and mitigate risks related to best practices in development, such as cross-site scripting, defacement, DDOS attacks, and illicit site redirection.
9. The vendor shall, at all times during the contract and warranty period, be subject to the rules and regulations set forth in Republic Act 10173, or the Data Privacy Act, and, for the purposes of this contract, the vendor shall be considered a Personal Information Controller (PIC) as defined in R.A. 10173, and shall bear the responsibilities of a PIC throughout the duration of the contract, including any extended warranty period, and for a period after the termination of the contract or extended warranty period, as may be prescribed by law.

VI. VENDOR'S LIABILITY ON DATA

The Vendor shall be responsible for ensuring the accuracy, integrity, and security of all data provided or processed under this Project, including maintaining confidentiality and

preventing unauthorized access to sensitive information, in compliance with the Data Privacy Act or RA 10173.

Both Parties acknowledge that all information that each Party may receive from the other, or any information or data that may be generated in connection with the Project and the performance of their undertakings and obligations hereunder, are confidential ("Confidential Information"). The Vendor may also receive Proprietary Information (as defined hereunder) in the course of the performance of their services. Accordingly, the Vendor shall hold such Confidential Information and Proprietary Information in the strictest confidence.

Confidential Information shall include, but is not limited to, any and all information, data, or materials shared between the Parties or generated in connection with the Project that are not publicly available and are considered private or sensitive.

Proprietary Information is defined as any technical, financial, or business-related information, including but not limited to, systems, components, products, specifications, technology, and related materials that are unique to the disclosing Party.

The Vendor shall not, without the prior written consent of NPDC, make use, appropriate, reproduce, transcribe, or disclose the Confidential Information and/or Proprietary Information to any third party, except for information that is:

- Publicly available as of the commencement of the Project;
- Required to be disclosed by any court or governmental, administrative, or regulatory authority competent to require such disclosure; or
- Required to be disclosed by any applicable law or regulation to any third party.

In the event of data breaches or inaccuracies caused by the Vendor, the Vendor must promptly notify NPDC and take corrective actions at their own expense.

Upon completion or termination of the Project, the Vendor must securely and permanently delete or destroy all NPDC-provided or project-generated data and materials, ensuring compliance with industry standards and legal requirements. Failure to do so will require the Vendor to indemnify NPDC for any resulting damages, losses, or liabilities arising from unauthorized access or use of residual data.

VII. SUBMISSIONS

Source Code	Provide the source code of the NPDC portal.
Documentation	Submit documentation detailing how the NPDC portal works, including the documentation of the following:

	<ol style="list-style-type: none"> 1. Application Design 2. UI/UX Design 3. Functional Design 4. Architectural Design
Contents / assets	Submit all contents used in the NPDC portal such as images, videos, audio files, fonts, etc.
Testing reports	Submit reports from testing phases, to demonstrate that the website has been thoroughly tested and is functioning correctly
Deployment instructions with training	Provide clear instructions on how to deploy the website to a server. Include any necessary configurations or dependencies.
Maintenance plan	The maintenance plan could include details on hosting, security updates, feature enhancements, etc.
Disaster Recovery Plan	This will ensure that operations can continue smoothly in the event of a disaster, system failure, or other disruptions.

VIII. DURATION OF THE CONTRACT

The NPDC Portal will be completed over a 6-month time frame. The said six months (6) months shall commence on the date of issuance of the Notice to Proceed (NTP).

DELIVERABLE	DURATION	REVIEW AND APPROVAL PERIOD
UI / UX Research and Prototyping	50 days	5 days
NPDC Portal Development	20 days	5 days
Visitor Management System Development	20 days	5 days
Reservation Management System Development	20 days	5 days
Park Information System Development	20 days	5 days
Project Documentations	10 days	5 days
System Go-live Preparation and Deployment	5 days	5 days

Note: Total number of calendar days: 180 (6 months)

IX. PAYMENT SCHEDULE

DELIVERABLES	(%) OF CONTRACT
Downpayment	15%
UI/UX Prototype and Design Documents	35%
NPDC Portal Development, Project Documentations and Conduct of End User Trainings	30%
Go-live	20%

X. THE PROJECT SUPERVISION

The project will be implemented under the supervision of the NPDC's RMIS Section.

XI. THE BIDDER

The National Parks Development Committee requires the services of a vendor with legal, technical and financial capability to implement the above-mentioned Project. The Bidder must have experience of having satisfactorily completed a single contract similar to that to be bid, and whose value is at least fifty percent (50%) of the ABC of the contract to be bid (IRR-A section 23.11.2.3).

- A. The contractor should have a broad knowledge of current web development technologies and design tools in the field, and new software and other web programming languages and programs including use of HTML, Javascript Frameworks, Java, and Python.
- B. The Bidder must have at least five (5) years of technical experience in the web development projects, demonstrating capabilities and experience in this field.
- C. The Bidder must have at least five (5) years of technical experience in the conduct of User Interface/ User Experience Research.
- D. The contractor's project leader must possess a minimum of ten (10) years of pertinent experience in technology and innovations, and must hold a master's degree in a field related to business and innovations.
- E. The Bidder must submit certificates or proof that the project lead of the contractor has a proven ability to innovate, with a working knowledge of software development, systems integration, machine

learning, and computer vision. The project lead must also have experience working on software development projects that incorporate design methodologies required for the UX research phase of the project.

- F. The contractor should have an in-house team with expertise that includes data scientists, technology experts and coders, social media experts with reputable portfolio and implemented projects. A working knowledge of international development issues and agendas is an asset. Specifically, the Bidder must have in-house personnel for:
 - Project Manager
 - UI/UX Researchers
 - Business Analyst
 - Software Developers
 - System Architect
 - Quality Assurance Analyst
- G. The Bidder must submit a Certificate of Satisfactory Experience from at least one (1) Philippine Government Agency.
- H. The Bidder shall submit all the documentation in relation to Section VII of this document
- I. Abide with the Contract including the General Condition and Specification which form part of the Contract.
- J. The Bidder must submit the existence/availability of Business Continuity Plan (BCP) to ensure continuity of service provided to the government institutional clients.

XII. WARRANTY AND SUPPORT

Three (3)-Year System Warranty and Service Maintenance upon end-user's acceptance of the project.

Scope of Coverage

The support and warranty coverage provided under this agreement is limited to issues directly related to the functionality of the web application as stated in the Terms of References.

Specifically, this coverage includes:

1. Bug Fixes: Identification and resolution of software bugs and errors that are discovered in the web application after the go-live date.
2. System Problems: Troubleshooting and resolution of problems that prevent the web application from operating as intended.

Exclusions

The following items are not covered under this support and warranty agreement:

- Change Requests: Any requests for new features or modifications to existing features that were not included in the original project scope.
- Functionality Modifications: Any alterations to the functionality of the web application that were not specified in the original Terms of references.
- Third-Party Services: Any problems caused by third-party services (e.g., hosting providers, email servers, external APIs (Except for the new Visitors Counting System, LinkBiz.Portal) are not covered by this SLA. Once the root cause of an issue is determined to be related to a third-party service, it will be excluded from coverage under this agreement.

Priority Levels and Response Times

Priority Level	Criteria	Description	Response Time	Resolution Time
1 - Critical	System Down	The web application is completely down or a critical function is not operational, affecting all users.	1 hour	4 hours
2 - High	Major Function Impacted	A major function is severely impacted or performance is significantly degraded, affecting a large portion of users.	2 hours	8 hours
3 - Medium	Minor Function Impacted	A minor function is impacted or performance is degraded, affecting some users.	4 hours	2 business days

4 - Low	General Inquiry or Minor Issue	General inquiries, minor issues, or cosmetic problems that do not significantly affect users.	1 business day	5 business days
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Support Process

1. Issue Reporting: NPDC representatives should be able report issues through the bidder's designated support portal and email address. Each reported issue will be assigned a priority level based on the criteria above.
2. Issue Tracking: Each reported issue will be tracked in the bidder's support system, and NPDC representatives should receive updates on the status of their reported issues via email or via the support portal.
3. Resolution: The support team will work to resolve issues based on their assigned priority level within the specified resolution times.

XIII. THE SOURCE OF FUND

The General Appropriation Act of 2024 has allotted funds for the NPDC Portal in the amount of Eight Million Pesos (Php 8,000,000.00)

XIV. PROCUREMENT PROCESS

Procurement of services of a provider for the above-mentioned Project shall be in accordance with the provisions of the Government Procurement Reform Act (R.A. 9184) and its Revised Implementing Rules and Regulations.