

PHILIPPINE BIDDING DOCUMENTS

SYSTEM DEVELOPMENT OF THE CERTIFICATE OF NET DEBT SERVICE CEILING AND BORROWING CAPACITY INFORMATION SYSTEM

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- 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

Notes on the Invitation to Bid

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

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

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

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



INVITATION TO BID FOR SYSTEM DEVELOPMENT OF THE CERTIFICATE OF NET DEBT SERVICE CEILING AND BORROWING CAPACITY INFORMATION SYSTEM

1. The *Bureau of Local Government Finance (BLGF)*, through its **Bids and Awards Committee (BAC)** intends to apply the sum of **Four Million Four Hundred Fifty-Eight Thousand Pesos (P4,458,000.00)** as the **Approved Budget for the Contract (ABC)** to payments under the contract for *System Development of the Certificate of Net Debt Service Ceiling and Borrowing Capacity Information System / Invitation to Bid (ITB) 04-2025*.

Bids received in excess of the ABC and for each lot shall be automatically rejected during bid opening.

2. The *BLGF* now invites bids for the above Procurement Project. Delivery of the Goods is required **fifteen (15) days after the issuance of Notice to Proceed**. Bidders should have completed, at least **five (5) years' experience of developing, designing and implementation of IT System** within (July 2020-July 2025) and at least **three (3) years' of experience in developing financial systems** within (July 2022-July 2025) from the date of submission and receipt of bids, a contract similar to the Project. **For this purpose, SINGLE LARGEST SIMILAR CONTRACTS shall refer to the procurement activity.** 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 2024 Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

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 the Procurement/Administrative Division and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **July 3, 2025 to July 23, 2025**, on or before the deadline of the submission of bids from the BLGF and PhilGEPS websites or during office hours at the 8th Floor, EDPC Building, Bangko Sentral ng Pilipinas (BSP) Complex, Roxas Boulevard, Malate, Manila. The Procuring Entity shall allow the bidder to present its proof of payment for the fees, amounting to **Five Thousand Pesos (P5,000.00)**, upon submission of bids.

6. The **BAC** will hold a Pre-Bid Conference on July 11, 2025, 1:00 PM, 8th Floor, EDPC Building, Bangko Sentral ng Pilipinas Complex, Roxas Boulevard, Malate, Manila and/or through video conferencing or webcasting *via ZOOM*, which shall be open to prospective bidders.
7. Submission and receipt of bids shall be on **July 23, 2025, until 10:00 AM** either at the designated area at the entrance of the Department of Finance or at the **8th Floor EDPC Building, BSP Complex, Roxas Boulevard, Malate, Manila**.
8. Bids must be duly received by the BAC Secretariat, through manual submission at the office address indicated below. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **Invitation to Bid (ITB)** Clause 14.
10. Bid opening shall be on **July 23, 2025, 1:00 PM**, at the given BLGF address. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The **Bureau of Local Government Finance** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 27 and 35.1 of the 2024 IRR of RA No. 12009, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Grace Louie M. Boongaling
Head BAC-Secretariat
Chief, Administrative Division
Bureau of Local Government Finance
8th Floor, EDPC Building
Bangko Sentral ng Pilipinas Complex
Roxas Boulevard, Malate, Manila
gm.boongaling@blgf.gov.ph
13. You may visit the following websites:

For downloading of Bidding Documents:
 1. <https://notices.philgeps.gov.ph/GEPSNONPILOT/Tender/SplashOpenOpportunitiesUI.aspx?menuIndex=3&ClickFrom=OpenOpp&type=agency>
 2. <https://blgf.gov.ph/procurement-opportunities/>

July 02, 2025


PASCUALITO V. LAPIÑA
Deputy Executive Director III
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Bureau of Local Government Finance* wishes to receive Bids for the *System Development of the Certificate of Net Debt Service Ceiling and Borrowing Capacity Information System*, with identification number **ITB 04-2025**.

The Procurement Project (referred to herein as “Project”) is composed of *one (1) lot*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Supplemental Annual Procurement Plan No. 2 FY2025* in the amount of *Four Million Four Hundred Fifty-Eight Thousand Pesos (₱4,458,000.00)*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 12009 and its 2024 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 Rule XXI of the 2024 IRR of RA No. 12009 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 27 subject to the provisions of Rule VI to XI of the 2024 IRR of RA No.12009, 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:
- i. Completed at least two (2) similar contracts equivalent to at least ***fifty percent (50%)*** of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 27 of the 2024 IRR of RA No. 12009.

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

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

The Procuring Entity has prescribed that **subcontracting is not allowed**.

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 within **July 2020 – July 2025** 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. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

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: Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for **one hundred twenty (120) days**. 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.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 58.4 of the 2024 IRR of RA No. 12009 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 58 of the 2024 IRR of RA No. 12009.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with the 2024 IRR of RA No. 12009.

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 61 of the 2024 IRR of RA No. 12009.
- 19.2. 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 54 of the 2024 IRR of RA No. 12009. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.3. The Project shall be awarded as one contract.
- 19.4. 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 54 of the 2024 IRR of RA No. 12009, 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

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

The documents required in Section 54.2 of the 2024 IRR of RA No. 12009 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
2	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Net debt service ceiling and borrowing capacity.</i> b. Completed within July 2020 - July 2025 prior to the deadline for the submission and receipt of bids.
2	<p><i>SOFTWARE/System Development of the Certificate of Net Debt Service Ceiling and Borrowing Capacity Information System.</i></p>
9	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Eighty-Nine Thousand One Hundred Sixty Pesos (₱89,160.00) (, 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 Two Hundred Twenty-Two Thousand Nine Hundred Pesos (₱222,900.00) if bid security is in Surety Bond.
1	<p><i>System Development of the Certificate of Net Debt Service Ceiling and Borrowing Capacity Information System</i></p> <p><i>Approved Budget for the Contract (ABC) : Four Million Four Hundred Fifty-Eight Thousand Pesos (₱4,458,000.00)</i></p>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

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. 12009 and its 2024 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 91 of the 2024 IRR of RA No. 12009 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 Section 71.1.5 of the 2024 IRR of RA No. 12009.

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 90.1 of the 2024 IRR of RA No. 12009.

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 90 of the 2024 IRR of RA No. 12009.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “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).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Francis Jordan A. Arbo - Chief, ISMD Daniel C. Santos – OIC Chief, LDMED <i>Bureau of Local Government Finance</i> <i>8th Floor, EDPC Building, BSP Complex</i> <i>Roxas Boulevard, Malate, Manila</i></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> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <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>
2.2	<p>“The terms of payment shall be as follows: <u>Government Procedure</u>.”</p>
4	<p>The inspections and tests that will be conducted are: <i>As indicated in the Terms of Reference</i>.</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.

[illegible]

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

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>



TERMS OF REFERENCE

Certificate of Net Debt Service Ceiling and Borrowing Capacity (CNDSC/BC) Information System

I. INTRODUCTION

The Bureau of Local Government Finance (BLGF), in line with its mandate under Section 43(c) of Executive Order 127, is responsible for issuing certification on the Net Debt Service Ceiling (NDSC) and Borrowing Capacity (BC) for local government units (LGUs). The certification is vital in ensuring that LGUs comply with fiscal prudence and statutory limitation, provided in Section 324(b) of the 1991 local government code when engaging in borrowing activities to finance the implementation of LGU capital investment projects.

As part of the BLGF's commitment to operational excellence, the issuance process is certified under the ISO 9001:2015 Quality Management System, to guarantee that the process adheres to international standards for quality, efficiency and customer satisfaction.

The Local Debt Monitoring and Evaluation Division (LDMED) is tasked with evaluating and processing the documentary requirements submitted by LGUs, through BLGF Regional Offices, as part of their request for certification. Additionally, LDMED monitors LGUs' debt reports, including the outstanding loan balances submitted by government and private lending institutions. This continuous monitoring provides a comprehensive overview of LGU debt, ensuring compliance with fiscal regulations and aiding in the overall financial management of LGUs.

II. OBJECTIVES

The BLGF intends to establish a comprehensive, automated Information System that will facilitate the certification of the Net Debt Service Ceiling and Borrowing Capacity of LGUs. This system aims to enhance the efficiency, accuracy, and transparency in the processing and issuance of these certifications, which are critical for assessing the fiscal capacity of LGUs to incur new debt while adhering to regulatory limits.

1. Enable Online Submission and Queuing of Documentary Requirements:

a. Online Submission:

- Implement a user-friendly online portal where LGUs can submit all necessary documentary requirements electronically.
- Ensure the portal supports and secures the uploading of various document formats and provides confirmation receipts upon successful submission.

b. Queuing and Workflow Management:

- Develop an automated queuing system to manage and prioritize submitted documents based on predefined criteria such as submission date, project urgency, and completeness of documentation.
- Provide real-time tracking and status updates for submitted documents, allowing LGUs to monitor the progress of their certification requests.

- c. **Document Evaluation and Verification:**
 - o Integrate automated tools for initial screening and validation of submitted documents to ensure compliance with certification requirements.
 - o Facilitate seamless communication between evaluators and LGUs for any necessary clarifications or additional documentation.
- 2. **Automate Certification Process:**
 - a. Develop a robust system that automates the collection, processing, printing, and evaluation of financial data related to the Net Debt Service Ceiling and Borrowing Capacity of LGUs.
 - b. Ensure seamless integration of various financial data sources and establish automatic updates for real-time decision-making.
- 3. **Enhance Accuracy and Compliance:**
 - a. Improve the accuracy and reliability of financial calculations and certifications by implementing a standardized computation methodology compliant with legal and regulatory frameworks.
 - b. Ensure the system complies with existing policies, including debt service limits as mandated by national and local fiscal rules.
- 4. **Facilitate Transparent Monitoring:**
 - a. Enable transparent and accessible monitoring of LGU financial data, debt service records, and borrowing capacities to ensure accountability in debt management.
 - b. Provide authorized users with real-time access to certification records, financial summaries, and related documentation.
- 5. **Monitor Outstanding Loan Balances of LGUs**
 - a. Establish a centralized database to track LGUs' outstanding loan balances using periodic reports submitted by government and private financing institutions.
 - b. Generate comprehensive reports on loan balances, including trends and compliance with debt servicing limits, to support decision-making and oversight functions.
- 6. **Streamline Workflow and Reduce Processing Time:**
 - a. Minimize manual intervention by automating the workflow involved in generating certifications, significantly reducing processing time and administrative effort.
 - b. Establish an efficient workflow for LGU debt monitoring and evaluation divisions to approve certifications within stipulated timeframes.
- 7. **Improve Reporting and Data Analytics:**
 - a. Equip the system with advanced reporting and data analytics tools to provide comprehensive insights into LGU debt service profiles and borrowing trends.
 - b. Generate detailed reports for internal stakeholders and regulatory bodies to support informed decision-making and policy enforcement.
- 8. **Ensure Security and Confidentiality:**
 - a. Implement robust data security protocols to protect sensitive financial information and ensure compliance with information security standards (e.g., ISO 27001).
 - b. Control user access based on roles and responsibilities, ensuring only authorized personnel can view or modify specific data.

9. Support Future Scalability and Integration:

- a. Develop the system to allow for future scalability, enabling its integration with other government financial management systems.
- b. Ensure the system is flexible enough to accommodate future updates to debt service regulations or fiscal rules, as well as potential changes in user requirements.

III. SCOPE OF SERVICE

Generation of reports

The provider must design, develop, customize, test, deliver, and install Certificate of Net Debt Service Ceiling and Borrowing Capacity (CNDSC/BC) Information System, perform data migration, tools or software necessary for the system's implementation; prepare necessary documentation for the entire project and ensure that existing government rules and regulations are considered.

The system shall cover the following:

Management and Infrastructure:

- A. The proposed system should be capable of handling the submission and management of these documentary requirements effectively. It should facilitate:
 - o **Document Submission:** Develop an online submission portal for LGUs to submit documentary requirements for NDSC/BC certification. Incorporate a queuing system to prioritize submissions based on timestamps and urgency, ensuring an organized and efficient process. Allow LGUs to upload the required documents in PDF format. The system will include a PDF checker to ensure security against viruses, malware, and other threats. Additionally, it will generate a QR code for each submission that includes the document number, as well as a QR code for the successful issuance of the Certificate, which will also feature the document number.
 - o **Tracking Requests:** Provide a mechanism for tracking the status of submitted requests, complete with timestamps to log submission dates and updates. Automate the evaluation of submitted documents, providing checklists and alerts for incomplete submissions or missing requirements. Implement tracking features to allow LGUs and action officers to monitor the status of requests in real time.
 - o **Compliance Checks:** Ensure that all necessary documents are included and meet the specified requirements. The system should also have a feature to verify the integrity of the uploaded file, confirming that the document submitted is indeed the required document.
 - o **Notification System:** Inform users via email & SMS about submission confirmations and provide updates regarding their requests. The system will include a notification module that alerts users of upcoming deadlines, specifying the number of days remaining for compliance. Additionally, for every step of the process, the system will send email notification & SMS to the Regional Office and the LGUs to keep them informed.

- **User Accessibility:** Ensure ease of use for LGUs in both the BLGF Central Office and the Regional Office, with clear instructions for each submission path.
- **System Integration:** The system should integrate with the SRE/LIFT system via Application Programming Interface (API), utilizing information from these systems along with the approved financial statements to enhance data accuracy and streamline processes.
- **Certificate Tracking:** The system will capture and maintain a record of the certificate number and the CNDSCBC number, facilitating easy tracking and reference.
- **Data Encoding by LGUs:** Enable LGUs to encode relevant financial data, including negotiated terms and conditions with lending institutions (The system will generate a Net Present Value (NPV) Annuity Factor based on the encoded number of years to pay and interest rate) into the system for automatic computation of their net debt service ceiling and borrowing capacity. Provide built-in validation mechanisms to ensure accuracy and completeness of encoded data.
- **Generation of Certification and Monitoring Reports:** Enable automated generation of NDSC/BC certifications once all requirements are validated. Provide customizable reports on certification requests, processing timelines, issued certifications, and other related metrics for internal and external stakeholders.
- **Uploading of Reports submitted by Financing Institutions:** Create a secure module for the uploading of government and private financing institutions submitted reports. To upload periodic reports on outstanding loans and other financial data of LGUs. Ensure seamless integration of these reports into the centralized database for real-time monitoring and analysis.
- **Submission and Posting of Statements by LGUs:** Facilitate the electronic submission and posting of **Statements of Indebtedness, Payments, and Balances (SIPB)** by LGUs, ensuring timely compliance with reporting requirements. Provide and generate reports/templates and validation mechanisms to standardize and verify submitted statements.
- **Sector-Based Loan Purpose Reporting and Analysis:**
 - Generate detailed reports categorizing loan purposes by sector:
 - **General Public Services** (including Climate Change and Gender Equality initiatives);
 - **Education, Culture, and Sports/Manpower Development;**
 - **Health, Nutrition, and Population Control;**
 - **Labor and Employment;**
 - **Housing and Community Development;**
 - **Social Services and Social Welfare; and**
 - **Economic Services**
 - **Other relevant sectors that maybe identified by BLGF**
 - Provide pre-defined in-depth analysis of loans by sector, identifying trends, priorities, and gaps in LGU financing across sectors.

- **User-Friendly Interface and Accessibility:** Design the system with an intuitive interface to cater to LGUs, and BLGF personnel. Ensure compatibility across multiple devices and browsers for broader accessibility.
- **Compliance Monitoring and Policy Support:** Offer tools for tracking LGU compliance with debt service ceilings and borrowing capacity limits using uploaded and encoded financial data. Generate dashboards and analytical insights to support policy-making and regulatory oversight.
- **Integration of Data-Driven Computation Tools:** Incorporate automated computation tools to analyze LGU financial data and generate net debt service ceiling and borrowing capacity figures in line with negotiated loan terms and conditions. Provide detailed computation logs for transparency and auditability.

This comprehensive scope of services ensures that the NDSC/BC certification process is efficient, accurate, and supportive of policy and compliance requirements while enhancing the capacity of LGUs to manage their financial responsibilities effectively.

B. The system should also include a timestamp feature to:

- **Record Submission Dates:** Automatically log the date and time of each document submission.
- **Track Progress:** Allow users to see when their requests are submitted and any subsequent updates.
- **Enhance Accountability:** Provide a clear record for both the LGUs and the BLGF to reference when reviewing the timeline of submissions.
- **Facilitate Audits:** Aid in auditing processes by maintaining a history of all submissions and their timestamps.

- C. The system's source code belongs to BLGF and must not be used by others or resold.
- D. The system must implement a secure login mechanism with two-factor authentication (2FA), which may include, but is not limited to, verification via text message, email, or authentication applications such as Google Authenticator. The system shall also provide an option for users to log in using their Gmail accounts through OAuth
- E. The Firm agrees not to implement any form of encryption, obfuscation, or other restrictive measures that would prevent BLGF from modifying, maintaining, or extending the source code.
- F. The system must support a full backup, including users, configurations, and all data, ensuring it can be fully restored on a different server if needed.
- G. The Firm agrees to implement and maintain a comprehensive audit log that records all changes within the system, including but not limited to updates, modifications, deletions, and access events. The audit log must capture the following details for each action: user identity, date and time of the change, description of the change, and the affected modules or components
- H. The system must include functionality to import existing databases, enabling the migration of current data into the new environment
- I. The Firm shall create and submit **detailed wireframes**.

J. The Firm agrees to provide comprehensive system documentation upon project completion. This documentation must include:

- **System Architecture** – A detailed overview of the system's structure, components, and data flow.
- **Technical Documentation** – A description of the system's functionality, database schema, API endpoints, and key configurations.
- **Maintenance & Update Guidelines** – Clear instructions on what needs to be updated, maintained, or improved after the system is transferred to BLGF.
- **Deployment & Backup Procedures** – Steps to install, configure, and restore the system on a different server if necessary.
- **User Manuals** – Comprehensive guides designed for each user role within the system, providing step-by-step instructions on navigating the interface, performing specific tasks, utilizing all functionalities, and troubleshooting common issues, ensuring efficient and effective system usage.

K. The system will provide functionality for ten primary user types with specific access levels, while remaining adaptable to future role additions based on organizational requirements:

Users	LGU Module	Regional Office Module	Central Office Module	Settings Module	Records Office Module
Local Government Unit	Read & Write				
Action Officer, Regional Director	Read	Read & Write			
Regional Office Director	Read	Read & Write			
Central Office LDMED Action Officer	Read	Read	Read & Write		
Central Office LDMED Chief	Read	Read	Read & Write	Read & Write	
Service Director	Read	Read	Read & Write	Read & Write	
Deputy Executive Director, for Operations	Read	Read	Read & Write	Read & Write	
Executive Director	Read	Read	Read & Write		Read
Records Officer	Read	Read	Read		Read & Write
ISMD		Read	Read	Read & Write	

- 1. LGUs:**
Role: Submit documentary requirements and track their requests.
Limitations: Limited access to their own submissions; cannot view or modify submissions from other LGUs. Cannot Access all modules except LGU module.
- 2. Regional Office Action Officer:**
Role: Process requests and coordinate with LGUs. Create accounts of LGUs.
Limitations: Can view and respond to submissions but cannot manage user permissions.
Regional Office Module Access
- 3. Regional Office Director:**
Role: Oversee regional operations and manage submissions. Approve account creation for LGUs
Limitations: Can review and approve submissions but cannot modify user accounts.
Regional Office Module Access
- 4. Central Office Action Officer:**
Role: Handle submissions directed to the Central Office from LGUs in NCR and outside NCR. Account creation for BLGF Regional Office.
Limitations: Access limited to submissions relevant to the Central Office. Central Office Module, Read Only Access for Regional Office Module
- 5. Central Office LDMED Chief:**
Role: Lead and oversee LDMED functions related to submissions. Approve account creation for BLGF Regional Office.
Limitations: Can review and approve submissions but cannot change system settings.
Central Office Module. Read Only Access for Regional Office Module
- 6. Service Director:**
Role: Oversee central operations and manage submissions
Limitations: Can review and approve submissions but cannot modify user accounts.
Central Office Module.
- 7. Deputy Executive Director for Operations:**
Role: Provide direction for service operations
Limitations: Can review and approve submissions but cannot modify user accounts.
Central Office Module.
- 8. BLGF Executive Director:**
Role: Provide oversight and strategic direction for the BLGF.
Limitations: High-level access to reports and analytics but no direct modification of submissions. Read access to all modules except settings.
- 9. Central Office Records:**
Role: Maintain records of all submissions and manage documentation.
Limitations: Can view all submissions for record-keeping but cannot modify any data.
Read & write for Records Module. And Read Access for all modules, except settings module

10. ISMD:

Role: Manage technical aspects of the system, including user accounts and system settings. Has access to audit logs of the system.

Limitations: Full access to all system functionalities but should ensure data integrity and security protocols are followed. Read & write access to settings module, Read for Regional & Central Module.

Workflow:

1. Under Section 3 of Department Order No. 054.2016, dated October 25, 2016 (Annex A), the LGU is required to submit four (4) documentary requirements along with supporting documents for the issuance of the CNDSCBC. As outlined in BLGF Memo Circular No. 007.2020, dated March 23, 2020, LGUs must submit their requests and supporting documents in portable document format (PDF) electronically to the BLGF Regional Office (RO), while LGUs in the National Capital Region (NCR) shall submit directly to the BLGF Central Office (CO). The files will contain the following documentary requirements:

Basic Requirement

1. Local Chief Executive Letter Request – Brief description of Credit Facility
 - 1.1 Offer Sheet of the Lending Institution
 - 1.2 Annex A - Detailed Loan Purpose
 - 1.3 Others - Scanned copy of government-issued identification card, specimen signatures, and duly accomplished privacy consent form of the (a) LCE; (b) local treasurer; and (c) lending institution representative
2. Certification by the Local Treasurer of the presence or absence of loan/loans duly certified by the Local Treasurer
 - 2.1 Amortization Schedule of Existing Loan;

Supporting Documents

3. Commission on Audit (COA) Annual Audit Report
 - 3.1 Financial Statement for the past three (3) consecutive years, stamped as received by COA
 - i. Pre-closing Trial Balance (General Fund)
 - ii. Statement of Financial Performance
 - 3.2 Agency Action Plan and Status of Implementation (AAPS)
 - 3.3 Others - (Justification on cash and budgetary deficits, Annex D – Loan Purpose not pursued, Appraisal Reports, Regional Special Personnel Order, DILG Certification)
4. Certification issued by the lending institution stating that it shall not require LGU deposits as compensating balance for the loan, if such lending institution is (1) not an authorized government depository bank or (2) an authorized government bank required to obtain the prior approval of the Department of Finance, as provided under the DOF Department Circular No. 01.2017 dated 11 May 2017. NOT INCLUDED IN FILES - banks that are categorized as Authorized Government Depository Bank

2. As outlined in Section 4.2 of BLGF MC No. 005.2018, dated January 22, 2018, the assigned regular Financial Analyst (FA) of the BLGF Regional Office (RO) shall serve as the Action Officer (AO) to accept applications from LGUs within its jurisdiction. In the absence of the FA, a regular Local Treasury Operations Officer (LTOO) may act in this capacity. Applications should be submitted via email by the Local Chief Executive (LCE) concerned, Local Treasurer, or their duly authorized representative. The AO will review the completeness and orderliness of the submitted documentary requirements. If any documents are found to be incomplete or disorganized, the request will be returned to the LGU along with a Notice of Deficiency in Documentary Requirements. If compliance is not achieved within thirty (30) days, the documents will be returned to the LGU without further action.
3. The AO shall acknowledge the receipt of the letter request and documentary requirements.
4. The AO shall perform a preliminary computation of the NDSC/BC in accordance with Sections 5.1 and 5.2 of the Department Order (see attached Preliminary Computation Enclosure ABC - Excel file). The COA-audited financial statements submitted by the LGU will serve as the basis for this computation. Additionally, the approved SRE reports may be used for validation and preliminary computation.
5. The AO shall prepare an endorsement letter to the BLGF-CO, along with the following: (i) a checklist duly signed by both the AO and the Regional Director, along with the accompanying documentary requirements; and (ii) preliminary computations (Enclosures A, B, and C).

The proposed system should be capable of handling the submission and management of these documentary requirements effectively. It should facilitate:

- o Annex A1 - Template Checklist of Documentary Requirements
 - o Annex-A-Template Letter-Request
 - o Annex-B-Template Certification-on-Existing-Loans-Absence-of-Loans
 - o Annex-C-Template Agency-Action-Plan-and-Status-of-Implementation
 - o Annex D-Letter of Local Treasurer if Loan is Disapproved Not Pursued
 - o Template Notice of Deficiency in Documentary Requirements
 - o Template Notice of Return of Letter Request Without Action
6. AO shall email to the BLGF-CO via ldmed@blgf.gov.ph, files uploaded in one drive with shared line, the endorsement signed by the BLGF Regional Director (see attached, and all electronics documents/references and the preliminary computations. (Excel file - ENCLOSURE ABC). The BLGF RO's service standard period from acceptance of LGU application with complete documentary requirements to the issuance of endorsement to BLGF CO Action Officer shall have a maximum of fifteen (15) working days.
 7. Administrative Aide VI (AA) evaluates BLGF RO endorsement of LGU and NCR requests, together with all the documentary requirements. Return/Send checklist of deficiency if found incomplete and not in order to RO concern/NCR LGUs. As a standard policy of the Bureau, the request shall only be received once all documentary requirements are complied with. If found complete and in order, AA notifies BLGF-CO Record Officer to acknowledge the BLGF-RO endorsement/NCR letter request.
 8. The BLGF Records Officer shall acknowledge receipt of endorsement/letter request.

9. The Chief of Local Debt Monitoring and Evaluation Division (LDMED) shall assign the request to regular employees as Action Officer (AO) who shall evaluate the submitted documentary requirements.
10. Upon receipt of the endorsement/letter request, the assigned AO shall validate the completeness and orderliness of the documentary requirements and correctness of the preliminary computation of NDSC/BC. If there is any clarification/deficiency observed, AO shall email LGU or prepare a Notice of Deficiency in Documentary Requirements, copy furnished, BLGF-RO. The LGU shall be allowed to answer/comply within twenty (20) days from date of email/receipt of the notice. If not complied with within 20 days, the BLGF-CO shall issue a Notice of Return of Request/Application Without Action and return the request to the concerned LGU. If found complete and in order AO shall prepare Letter to LCE; Certificate; Enclosure C; Letter to Local Treasurer, Annex A and Letter to Treasurer on Local Treasury Operations Issues, if needed. The BLGF CO's service standard for the checking of completeness and orderliness of documentary requirements and preliminary computations, shall not exceed ten (10) working days, reckoned from the date the AO received the LGU application, together with the documentary requirements, or to the issuance of a Notice of Deficiency in Documentary Requirements, or submission to the BLGF Executive Director for approval of the NDSC/BC;
11. The Service Director of Local Fiscal Policy Service (LFPS) counter signs the Letter to LCE; Certificate; Enclosure C; Letter to Local Treasurer, Annex A and Letter to Treasurer on Local Treasury Operations Issues, if needed. If there is any correction the documents shall be returned to the AO concerned.
12. The Executive Director signs the letter to LCE; Certificate; Enclosure C; Letter to Local Treasurer, Annex A and Letter to Treasurer on Local Treasury Operations Issues, if needed. If there is any correction the documents shall be returned to the LFPS Director or AO concerned. The Office of the Executive Director shall, within five (5) days upon receipt of the duly evaluated LGU application and in the absence of any legal impediments, approve and clear the release of the Certificate of NDSC/BC to the concerned LGU.
13. BLGF-CO Record Officer upon receipt of signed documents shall send through email the signed documents to LCE and letter to local treasurer.

The system must meet the technical specifications and budgetary requirements. Service Provider should provide training to concerned employees and users (HR and IT staff) related to technicalities and software processes.

IV. DEVELOPMENT METHODOLOGY

The development of the CNDSC/BC shall follow the AGILE Software Development methodology to ensure responsiveness to changes in vision, design, and practicality due to the project's complexity. Flexibility must be embedded in the process to effectively address the real and actual borrowing needs of LGUs. The FIRM is expected not to be limited by the suggested structure, process flow, and modules outlined in this TOR, as the project must adapt to changes encountered and gaps discovered during development. The AGILE methodology is suitable for this project as it promotes continuous and direct interaction between the FIRM and BLGF, the direct end user, ensuring that the system meets regulatory and supervisory requirements.

V. TIMELINE

1. The project shall be implemented within one (1) year.
2. All reports, materials, data sets, outputs, etc. acquired through the project shall become BLGF's property, and shall therefore be turned over to BLGF at the conclusion of the undertaking.
3. As owner, BLGF shall have the right to publish in whole or in part the results and/or findings of the Project

Output		Description	Timeline
1. Inception		It should include (a) the overall approach to the project; (b) an indicative work plan and (c) template of progress reports, submitted in electronic and hard copy.	15 calendar days after issuance of Notice to Proceed
2. Development		<p>Result of analysis of data information gathered from consultations with management, process owners and system users submitted in electronic and hard copies (three sets).</p> <p>The Use Case or Mock-up should provide a simplified and graphical representation of what the system actually does. It depicts the different types of users and the various ways that they interact with the system.</p> <p>The System Design Specification should define the architecture, network design and layout, components, modules, and interfaces of the system.</p> <p>It should also describe the data flows, inputs, outputs, and storage, processing and backup or recovery configurations. These should be submitted in electronic and hard copies (three sets).</p>	9 months after approval of inception report/workplan by BLGF management

3. User Acceptance Testing (UAT)		Conduct of User Acceptance Testing (UAT) for functional and non-functional requirements.	1 month after development / analysis report by BLGF management
4. Training		This training shall be provided to BLGF's end users before Go-live. The Solution Provider should be responsible for providing training to BLGF's end Users in their respective Modules and functionalities. The firm should also provide enough manpower to facilitate training.	15 calendar days after Completion and Sign-off on User Acceptance Testing by BLGF management

VI. QUALIFICATION

1. The Firm shall have the following qualification:

- At least Five (5) years' experience of developing, designing and implementation of IT System;
- Preferably with at least three (3) of experience in developing financial system;
- Experience in developing and implementation of LGU financial system is an advantage; and
- The FIRM must have a secured, physical software development office in NCR, Region III, or Region IV-A;

VII. CONTRACT DURATION

The contract for the integrated and comprehensive Certificate of Net Debt Service Ceiling and Borrowing Capacity (CNDSC/BC) Information System shall be for One (1) year, maybe extended without cost under the same terms and conditions, and upon mutual consent of both parties.

VIII. TERMS OF PAYMENT

The Approved Budget for the Contract for the proposed project is Four Million Four Hundred Fifty-Eight Thousand Pesos (Php4,458,000 million), inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs, which shall be paid in accordance with the following schedule of payment:

Project Deliverables	Payment
1. Submission of Inception Report/Workplan	10%
2. Submission of system design and analysis report Management	10%
3. Application development and deployment delivery	50%
4. User training/ workshops	10%
5. Submission of source codes and turn-over of all required documents	20%

The contract shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to the Government.

Retention Payment

A retention payment of 2 percent (2%) shall be withheld. It shall be based on the total amount due to the provider (net of the estimated cost for the conduct of the project) prior to any deduction and shall be retained from every progress payment until 50 percent of the value of the contract, as determined by BLGF, is completed. If, after 50 percent completion the contract is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the 2% retention shall be imposed.

The total "retention money" shall be due for release upon approval of the outputs. The provider may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees, or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to BLGF provided that the Project is on schedule and is satisfactorily undertaken. Otherwise, a 2% retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of BLGF shall be valid for the duration of the contract.

Liquidated Damages

If the FIRM fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract as prescribed by the GPPB.

IX. TRAININGS

The Firm shall identify and recommend solutions to the following organizational change management issues:

- Processes/Procedures
- Roles/Responsibilities

- o Organization structure
- o Communication strategy

The FIRM shall provide comprehensive and detailed training and change management strategy describing the proposed approach and methodology, calendar / timelines, course contents, course duration, training materials, training tools, training logistics, etc.

The Solution Provider must provide the following training sessions in the form of classroom sessions, workshop sessions and/or in any form suitable:

1. Functional Training – This training shall be provided to BLGF's Core Team members before User Acceptance Testing. The BLGF's Core Team will comprise of members from all the business functions and IT. Each member should be provided orientation training to include overview, project orientation training (methodology, tools, project planning, roles etc.), training in the relevant function / module (mapped to business process) and training on configuration aspects required for efficiently running the HWS Solution.
2. End-User Training - This training shall be provided to BLGF's end users before Go-live. The FIRM should be responsible for providing training to BLGF's end Users in their respective Modules and functionalities.
3. Technical Training – This training shall be provided to BLGF's Technology Team before final acceptance. Technical training would include training of BLGF IT personnel in Design, Coding, Controls, etc. to make the BLGF technical team competent in handling and managing the system. This covers all system maintenance and operating procedures for all components of the CNDSC/BC. This training must be designed to effect knowledge transfer of the system to the BLGF to enable them to manage the system (e.g. administration, configuration, maintenance and enhancement if applicable, backup/restoration, disaster recovery).

The training shall be conducted under the following conditions:

- o The training shall be conducted on-site (preferably) or online using actual or similar equipment.
- o The training shall be conducted by qualified trainers who are experts in different fields of knowledge (e.g. System Administration etc.).
- o The training materials shall be written in English and submitted both in printed and in electronic form.
- o A certificate of attendance shall be issued to the participant upon the completion of the training.
- o Schedule of the training sessions shall be in coordination with BLGF to ensure availability of designated personnel and the required resources; and
- o The FIRM shall be responsible for preparation of the training materials, handouts and end user manuals covering "how to use" concepts for all HWS functions/ modules to be implemented. These deliverables must be submitted to the BLGF focal person for approval before any training is conducted. All materials, resources, training expenses, logistics, facilities among others shall be for the account of the FIRM.

X. CONFIDENTIALITY OF DATA AND SYSTEM

- The Firm shall ensure their respective compliance with the Philippine Data Privacy Act of 2012 and its implementing rules and regulations. To this end, all their respective procedures and processes that deal with "personal information" as defined under the said law and regulations will be made aligned to the data privacy principles adopted by said law. The Firm will endeavor to implement the required organization, physical, and technical security measures as outlined in the Philippine Data Privacy Act of 2012 and its implementing rules and regulations.
- All project staff of both parties is required to sign a Non-Disclosure Agreement (NDA) that should reflect their obligations under applicable laws and regulations, including those covered by the Philippine Data Privacy Act of 2012 and its implementing rules and regulations.

XI. WARRANTY

1. The Firm warrants that it shall conform strictly to the terms and conditions of these Terms of Reference.
2. The Firm warrants, represents and undertakes reliability of these services and that its manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of BLGF. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the premises of BLGF. It shall not employ BLGF employees to work in any category whatsoever.
3. The Firm shall comply with the laws governing employee's compensation, PhilHealth, Social Security and labor standards, and other laws, rules and regulations application to the personnel employed by the firm on account of the contracted services. The Firm shall pay its personnel not less than the minimum wage plus other benefits mandated by law.
4. The Firm in the performance of its services shall secure, maintain at its own expense all registration, licenses or permit required by National or Local Laws and shall comply with the rules, regulations and directives of Regulatory Authorities and Commission. The Firm undertakes to pay all fees or charges payable to any instrument of government or to any other duly constituted authority relating to the use or operation of the installation.
5. The Firm personnel shall take all necessary precautions for the safety of all persons and properties near their work area and shall comply with all standard and established safety regulations, rules and practices.
6. The Firm shall coordinate with the Authorized and/or designated BLGF personnel in the performance of their jobs.
7. The Firm shall be liable for loss, damage or injury due directly or indirectly to the fault of negligence of its personnel. It shall assume full responsibility thereof and the BLGF shall be specifically released from any and all liabilities arising there from.

Prepared by:

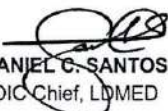

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Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 52 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 52.4.1.3 and 52.4.2.4 of the 2024 IRR of RA No. 12009, 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. 12009 (as applicable)

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

