COOPERATIVE DEVELOPMENT AUTHORITY
827 Aurora Blvd., Service Road, Brgy. Immaculate Conception Cubao, 1111 Quezon City, Philippines
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BAGONG PILIPINAS

# BIDS AND AWARDS COMMITTEE

# BIDDING DOCUMENTS

## FOR THE

# ENHANCEMENT OF THE CDA'S COOPERATIVE SYSTEMS (CS) PROJECT FOR FY 2024

PROJECT ID NO. CDA-GOODS-2024-09

**Sixth Edition**

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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 2119). 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*

**COOPERATIVE DEVELOPMENT AUTHORITY**
827 Aurora Blvd., Service Road, Brgy. Immaculate Conception Cubao, 1111 Quezon City, Philippines
http://www.cda.gov.ph helpdesk@cda.gov.ph CDA Philippines

BAGONG PILIPINAS

# INVITATION TO BID

## For the
## ENHANCEMENT OF THE CDA'S COOPERATIVE SYSTEMS (CS) PROJECT FOR FY 2024 WITH PROJECT ID NO. CDA-GOODS-2024-09

1. The **COOPERATIVE DEVELOPMENT AUTHORITY (CDA) Head Office,** through the **Approved National Expenditure Program FY 2025**, intends to apply the sum of **TWELVE MILLION PESOS ONLY (Php12,000,000.00)** being the **Approved Budget for the Contract (ABC)** to payments under contract for the **ENHANCEMENT OF THE CDA'S COOPERATIVE SYSTEMS (CS) PROJECT FOR FY 2024.** For the purpose of early procurement authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2024 National Expenditure Program shall be used as basis. Further, consistent with the requirement in the same Section 7.6, no award of contract shall be made until the approval and effectivity of the FY 2024 General Appropriations Act. The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

2. The **CDA through its Bids and Awards Committee (BAC) now invites eligible and interested Bidders for the above Procurement Project. Delivery of Services is required as specified in Section VI (Schedule of Requirements) of the Bidding documents**. Bidders should have completed a contract similar to the Project, within the last one (1) year from the date of submission and receipt of bids. The description of the eligible bidder is contained in Section II of the Bidding Documents, Instruction to Bidders (IB).

3. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184), otherwise known as the **"Government Procurement Reform Act."**

   Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, 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 Republic Act 5183.

4. Prospective Bidders may obtain further information from CDA Bids and Awards Committee Secretariat and inspect the Bidding Documents at the address given below during office hours and as posted on the website of the CDA and the Philippine Government Electronic Procurement System (PhilGEPS).

5. A complete set of Bidding Documents may be purchased by interested Bidders starting **November 7, 2024** from the address given below and upon payment of a non-refundable fee for the Bidding Documents in the amount of **TWENTY-FIVE THOUSAND PESOS ONLY (Php 25,000.00)**. The payment for the bidding documents shall be in cash, and through the CDA-HO Cashier. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

   It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the CDA,

provided that bidders shall pay the fee for the Bidding Documents not later than the submission and opening of bids.

6. The **CDA BAC** will hold a **PRE-BID CONFERENCE** on **November 15, 2024, Friday, 10:00 AM** through video conferencing ***via Google Meet*** which shall be open to all prospective bidders. Interested bidders must accomplish a form to be given a link to join the Pre-Bid Conference virtually. To access the form, please find the link and/or scan the QR code provided on page 11.

7. Bids must be duly received by the BAC Secretariat through online or electronic submission via **bacsecretariat@cda.gov.ph** **on or before November 27, 2024 or at the latest one (1) hour before the deadline of the opening of bids (or at 9:00 AM of November 27, 2024)** Late bids shall not be accepted.

   The submission shall contain the following:

   a. Bidders shall submit their bid proposal in a clear PDF format: 1 zip folder (password protected) containing the First/Technical Component of the Bid; and 1 zip folder (password protected) containing the Second/Financial Component of the Bid.

      In case the total file size of the bid proposal is more than the allowable size of email attachment, the bidder may upload the bid proposal in Google Drive and send the link to the BAC Secretariat.
      Bidders are strictly advised not to include the passwords in the emailed bid proposals. Passwords to access bid submissions shall be disclosed during the opening of the bids. The BAC Secretariat shall access the bid submissions with a maximum of five attempts, after which, the inaccessible bid proposal shall no longer be considered.

   b. All pages must be either digitally signed, or manually signed and scanned, and is arranged/numbered accordingly based on the Eligibility Checklist using standard file name.

   Note: It is the responsibility of the Bidders to ensure that their submissions are duly received by the CDA-BAC Secretariat prior to the deadline of submission and receipt of their bids.

   **Bid proposals submitted along with their corresponding passwords and/or not in compressed folders and not password protected, shall be rejected.**

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

9. **BID OPENING shall be on November 27, 2024, Wednesday at 10:00 AM** via **videoconferencing**. The bids shall be opened in the presence of the bidders or their duly authorized representatives who choose to attend the virtual meeting. Interested bidders must accomplish a form to be given a link to join the Opening of Bids virtually. To access the form, please find the link and/or scan the QR code provided on page 11.

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

11. The Cooperative Development Authority does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/employees or any other party. Any sort of this kind shall be reported immediately to the Office of the

Administrator or the National Bureau of Investigation for entrapment and proper investigation.

12. For further information, please refer to:
    **THE CDA BAC SECRETARIAT**
    Ground Floor, CDA Building, No. 827 Aurora Blvd., Service Road, Brgy. Immaculate Conception, Cubao, Quezon City
    Telephone/FAX No. (02) 8723-8306
    ***Email address:*** ***bacsecretariat@cda.gov.ph***

13. You may visit the following website to download the bidding documents:

    https://cda.gov.ph/bids-and-awards

(SGD)
**JOSELITO O. HALLAZGO**
Chairman, Bids & Awards Committee

Date of Publication: November 7, 2024

# *COOPERATIVE DEVELOPMENT AUTHORITY*

**INSTRUCTIONS:**

To access the Registration Form for the **PRE-BID CONFERENCE**, kindly click this link:

**https://forms.gle/ybic9tVRvXQbAyfJ8**

Or scan the QR Code below:

Upon receipt of your response, the CDA BAC Secretariat will be sending you another link via email to access the virtual meeting on the prescribed date.

Thank you.

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To access the Registration Form for the **OPENING OF BIDS,** kindly click this link:

**https://forms.gle/hjDojbVGsn4JC3QW9**

Or scan the QR Code below:

Upon receipt of your response, the CDA BAC Secretariat will be sending you another link via email to access the virtual meeting on the prescribed date.
Thank you.

# Section II. Instructions to Bidders

# *COOPERATIVE DEVELOPMENT AUTHORITY*

## 1. Scope of Bid

The Procuring Entity, **Cooperative Development Authority** wishes to receive Bids for the **ENHANCEMENT OF THE CDA'S COOPERATIVE SYSTEMS (CS) PROJECT FOR FY 2024,** with Project Identification Number **CDA-GOODS-2024-09**

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 **FY 2024** in the amount of **TWELVE MILLION PESOS ONLY (Php12,000,000.00).**

2.2. The source of funding is **Approved National Expenditure Program FY 2025.** For the purpose of early procurement authorized under Section 7.6 of the 2016 Revised IRR of RA No. 9184, the proposed budget under the FY 2024 General Appropriations Act shall be used as basis.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

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 through videoconferencing** as indicated in paragraph 6 of the **IB.**

The prospective bidders are advised to first log/register in the link and/or QR code provided on page 11.

## 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 **one (1) year** 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 **Section VII (Technical Specifications).**

## 13. Bid and Payment Currencies

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

a. 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 one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

Each Bidder shall submit one soft 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 through online submission as indicated in instruction 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 instruction 9 of the **IB**. The Bidders' representative/s 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 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**.

# *Section III. Bid Data Sheet*

# Bid Data Sheet

| ITB Clause | |
|---|---|
| 5.3 | For this purpose, contracts similar to the Project shall:<br><br>a. Refer to the **Information and Communication Technology Consultancy Services**<br><br>b. have been completed within five years (5) prior to the deadline of the submission and receipt of bids. |
| | The Bidder should have completed a Single Largest Completed Contract (SLCC) that is similar to the Project; has been completed within the last five (5) years prior to the deadline for the submission and receipt of bids; and whose value, adjusted to current prices using the Philippine Statistics Authority's Consumer Price Index (CPI), must be equivalent to at least 50% of the ABC |
| 5.4 | Eligibility Criteria under the 2016 IRR of RA No. 9184.<br><br>23.4.1 For the procurement of Goods:<br><br>23.4.1.1 The following shall be eligible to participate in the bidding for the supply of goods:<br>a) Duly licensed Filipino citizens/sole proprietorships;<br>b) Partnerships duly organized under the laws of the Philippines and of which at least 60% of the interest belongs to citizens of the Philippines;<br>c) Corporations duly organized under the laws of the Philippines, and of which at least 60% of the outstanding capital stock belongs to citizens of the Philippines;<br>d) Cooperatives duly organized under the laws of the Philippines; or<br>e) Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest of the joint venture concerned shall be at least 60%. For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA. (23.5.1.1a) |
| 7.1 | Subcontracting is not allowed. |
| 8 | The CDA BAC will be holding a Pre-bid Conference on **November 15, 2024, Friday, 10:00 AM**, through videoconferencing, which shall be open to prospective bidders. Interested bidders must access the registration form in order to secure a link to join the Pre-bid conference virtually. To access the form, please find the link and/or scan the QR code provided in the last page of the IB. |

| | |
|---|---|
| 9 | Prospective bidders may request clarification and/or interpretation of any part of the Bidding documents at least ten (10) calendar days before the deadline set for the submission and receipt of Bids. |
| 10.1 | Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:<br><br>(i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, SSS ID, GSIS e-card, etc.); and<br><br>(ii) the oath of affirmation of one credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification. |
| 12 | The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:<br><br>a. The amount of not less than **P 240,000.00** *[equivalent to two percent (2%) of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or<br><br>b. The amount of not less than **P 600,000.00** *[equivalent to five percent (5%) of ABC]* if bid security is in Surety Bond. |
| 15 | All prospective bidders are enjoined to submit the technical and financial requirements in password protected PDF files via the Secretariat's official email address. The bidder will send in single email two (2) compressed folders (in .ZIP file format) which shall both be password protected. One zip folder shall contain the original copy of the Legal and Technical Requirements in a password protected PDF file. Both ZIP folder and PDF file shall be assigned the file name "CDA Bidding No.____; (Name of Bidder); Legal and Technical Documents". The second zip folder shall contain the scanned original copy of the Financial Requirements in password protected PDF. Both ZIP folder and PDF file shall be assigned the file name "CDA Bidding No.____; (Name of Bidder); Financial Documents". The four (4) passwords shall be unique for both folders and files, respectively.<br><br>Upon receipt of the email containing the two (2) compressed folders, the BAC Secretariat shall send an email of acknowledgement receipt and shall generate a Bid receipt page/document which can be saved or printed by the bidder, as proof of the official time of receipt of bids. Late |

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| | Bids shall not be accepted and shall no longer be included in the opening of bids. |
| 17.1 | The Opening of Bids shall be held on **November 27, 2024, Wednesday at 10:00 AM** through Videoconferencing. |
| 19.3 | The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. |
| 20 | The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:<br><br>1. Photocopy of Contract or Purchase Order of a single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid.<br>2. The corresponding proof of completion, which could either be:<br>i. Certificate of Final Acceptance/Completion from the bidder's client; or<br>ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract.<br><br>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:<br><br>i. 2023 Income Tax Return with proof of payment; and<br>ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from June 2024 to November 2024.<br><br>* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.<br><br>** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.<br><br>*** In case of a tie and two (2) or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure determined by the procuring entity shall be non-discretionary and nondiscriminatory such that the same is based on sheer luck or chance. |

# 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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 | **Delivery and Documents –**<br><br>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:<br><br>"The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS."<br><br>"The delivery terms applicable to this Contract are delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."<br><br>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).<br><br>For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Mr. Mario Tuscan N. Naz – Information Technology Officer III**<br><br>**Incidental Services –**<br><br>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:<br>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;<br>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;<br>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and<br>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 |
| | 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. |
| | **Packaging –**<br><br>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, |

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| | 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.<br><br>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.<br><br>The outer packaging must be clearly marked on at least four (4) sides as follows:<br><br>Name of the Procuring Entity<br>Name of the Supplier<br>Contract Description<br>Final Destination<br>Gross weight<br>Any special lifting instructions<br>Any special handling instructions<br>Any relevant HAZCHEM classifications |
| | 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.<br><br>**Transportation –**<br><br>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.<br><br>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. |
| | 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. |

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| | 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.<br><br>**Intellectual Property Rights –**<br><br>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. |
| 2.2 | Payment schedule shall be in accordance with the Detailed Technical Specifications. |
| 3 | 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. |

# *Section VI. Schedule of Requirements*

# *COOPERATIVE DEVELOPMENT AUTHORITY*

## Schedule of Requirements

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

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|---|---|---|---|---|
| 1 | ENHANCEMENT OF THE CDA'S COOPERATIVE SYSTEMS (CS) PROJECT FOR FY 2024<br><br>Please refer to Annex A - Detailed Technical Specifications / Requirements for the detailed Project Description | Lot | 1 | 140 working days |

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

_____ **Name of Company/Bidder**

_____ **Signature Over Printed Name of Representative**

_____ **Date**

# Section VII. Technical Specifications

# *COOPERATIVE DEVELOPMENT AUTHORITY*

## Technical Specifications

Bidders must state here either "**Comply**" or "**Not Comply**" in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

| Specification | Statement of Compliance |
|---|---|
| **ENHANCEMENT OF THE CDA'S COOPERATIVE SYSTEMS (CS) PROJECT FOR FY 2024** | |
| 1. PROJECT REQUIREMENTS<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 2. SCOPE OF WORKS<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 3. FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 4. TECHNICAL REQUIREMENTS<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 5. BIDDER REQUIREMENTS<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 6. PERSONNEL REQUIREMENTS<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 7. SERVICE LEVEL AGREEMENT<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 8. ACTIVITIES AND DELIVERY ROADMAP<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 9. PAYMENT TERMS<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 10. WARRANTY, MAINTENANCE, AND SUPPORT<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 11. RESPONSIBILITIES OF THE CONTRACTOR<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 12. RESPONSIBILITIES OF THE PROCURING ENTITY<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 13. CONFIDENTIALITY<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 14. PROJECT SOURCE OF FUND<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 15. PRE-TERMINATION OF CONTRACT<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 16. WARRANTIES OF THE CONTRACTOR<br>(See Annex A "Detailed Technical Specifications / Requirements") | |
| 17. DELIVERY PERIOD<br>(See Annex A "Detailed Technical Specifications / Requirements") | |

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

_____ _____

**Name of Company/Bidder** **Signature Over Printed Name of Representative**

_____

**Date**

# Annex A
# Detailed Technical Specifications / Requirements

**PROJECT DESCRIPTION**

The Cooperative Systems (CS) is a mission-critical platform within the Cooperative Development Authority (CDA), integral for cooperatives and managed by the Registration, Supervision, and Examination Service (RSES) through the Registration Division utilizing the Electronic Cooperative Registration Information System-ECOOPRIS and the Supervision and Examination Division and the Inspection Examination Division of the Credit Surety Fund Service (CSFS) using regulatory report collection, and inspection. This re-engineering initiative focuses on addressing key functionalities currently absent in the system. Our primary goal is to thoroughly evaluate and incorporate necessary enhancements, ensuring the comprehensive improvement and security of the CS.

**1. PROJECT REQUIREMENTS**

1.1. The project aims to enhance the cooperative systems to provide:

1.1.1. A web application with modern web technologies and an interactive user interface for the following modules:

1.1.1.1. Cooperative registration: an online module for end-to-end processing of applications for registration which include name reservation, submission of application, validation evaluation, and approval of applications for:

1.1.1.1.1. New registration of all types and categories of cooperatives;
1.1.1.1.2. Registration of Credit Surety Fund (CSF) Cooperatives;
1.1.1.1.3. Registration of Subsidiary Cooperatives;
1.1.1.1.4. Amendments to Articles of Cooperation and By-laws of registered cooperatives;
1.1.1.1.5. Merger and Consolidation;
1.1.1.1.6. Division of Cooperatives;
1.1.1.1.7. Establishment of cooperative branch/ satellite offices Closure, Transfer and Conversion (CTC); and
1.1.1.1.8. Recognition of laboratory cooperatives.

1.1.1.2. Submission of the cooperative annual report: an online module for the collection, processing, and evaluation of the following reports:

1.1.1.2.1. Cooperative Annual Progress Report (CAPR);
1.1.1.2.2. Cooperative Audited Financial Statement;
1.1.1.2.3. Performance Audit Report;
1.1.1.2.4. Social Audit Report;
1.1.1.2.5. List of Officers and Training Attended;
1.1.1.2.6. Member-Consumer-Owner (MCO) Issued with Share Capital Certificate (for Electric Cooperatives only);
1.1.1.2.7. Mediation and Conciliation Report;
1.1.1.2.8. Simplified Reports for Micro and Small Cooperatives;
1.1.1.2.9. Reports for newly Registered Cooperatives; and

1.1.1.2.10. Annual Tax Incentives Report and Annual Benefits Report.

1.1.1.3. Cooperative inspection: an online and offline module for CDA field personnel for the conduct of inspection to cooperatives and management of inspection reports;

1.1.1.4. Cooperative status tagging module for CDA Legal Officers, SED/SES, Registration and Inspection and Examination Division/Sections for the management of the status of a cooperative; and

1.1.1.5. Module for the processing of transaction fees through a payment gateway solution.

1.1.2. A single portal to clients' online access to create and manage their accounts, submit applications and upload requirements, submit reports, and notifications on the status of the transaction/process;

1.1.3. A central database acts as a repository for integrating data from multiple microservices, facilitating the consolidation of information from various services. This consolidation enables seamless cross-service queries and reporting capabilities;

1.1.4. Seamless data exchange and collaboration between national government agencies by developing the Application Programming Interface (API) portal;

1.1.5. CDA online module to:

1.1.5.1. Administer and manage the portal;

1.1.5.2. Manage the registration process of new cooperatives for all types and categories;

1.1.5.3. Manage the registration process for amendment to ACBL;

1.1.5.4. Manage the process for establishment, closure, transfer, and conversion of branch and satellite;

1.1.5.5. Manage the process for the recognition of laboratory cooperatives;

1.1.5.6. Manage the registration process for the merger and consolidation of cooperatives;

1.1.5.7. Manage the registration process for the division of cooperatives;

1.1.5.8. Manage the registration process for the subsidiary cooperatives;

1.1.5.9. Manage the evaluation and approval of submitted annual reports of cooperatives;

1.1.5.10. Manage the processing of statements of accounts and the payment of transaction fees;

1.1.5.11. Manage the issuance of Certificate of Registration;

1.1.5.12. Manage the issuance of Certificate of Registration of Amendments;

1.1.5.13. Manage the issuance of Certificate of Authority/Letter of Authority;

1.1.5.14. Manage the issuance of Certificate of Recognition to Laboratory Cooperatives;

1.1.5.15. Manage the issuance of Certificate of Compliance for newly registered and existing cooperatives;

1.1.5.16. Manage online inspection reports;

1.1.5.17. Manage status tagging;

1.1.5.18. Manage the validation of applications for new registration, establishment of branch/satellite, and amendment to ACBL;

1.1.6. A business analytics tool that enables CDA users to visualize and analyze data, share insights, and make data-driven decisions.

## 2. SCOPE OF WORKS

2.1. The project seeks to engage a CONTRACTOR to provide one (1) lot of supply and delivery of services and goods for the development, testing, installation and

implementation, configuration, maintenance, and support for the enhancement of the Cooperative Systems. The engagement shall require the CONTRACTOR to provide:

2.1.1. Services including project management, business analysis, development, testing, data migration and management, installation or deployment in testing, staging, and production environments, training, and maintenance;
2.1.2. One (1) year subscription to Google Cloud Platform Computing Services for the production environment (compute engine, Kubernetes engine, cloud storage, databases instance, networking, identity and access management, logging and monitoring, site recovery, and disaster recovery). The subscription starts after the successful deployment in the production environment.
2.1.3. Integration with the Landbank payment gateway solution;
2.1.4. Integration with other payment gateway solutions as approved by the CDA;
2.1.5. Online collaboration tools for project management with Kanban or Scrum capability, document sharing, and code repositories;
2.1.6. The local development environment;
2.1.7. Test scenarios, test cases, and test data;
2.1.8. The source and production code, test scripts, and deployment scripts;
2.1.9. One (1) year subscription to third-party tools such as analytics, web security, and other libraries or tools;
2.1.10. One (1) year subscription to Microsoft Power BI Premium business analytics service for five (5) users;
2.1.11. Integration of business analytics service to the central database.
2.1.12. Analytics reports or templates;
2.1.13. Integration of interactive maps that will allow users to visually locate and explore the geographical distribution of registered cooperatives;
2.1.14. Development of an Application Programming Interface (API) portal for seamless data exchange and collaboration between national government agencies and local government units;
2.1.15. Development of Chatbot Application and Clients Assistance and Complaint Management System;
2.1.16. Soft and hard copies of documentation including but not limited to project management, business requirements, system requirements specifications, wireframes and media assets, technical designs and diagrams, data management, process orchestration or deployment scripts, training modules, and system administration and end-user manuals;
2.1.17. Compliance with the terms relative to business requirements specifications and software requirements specifications to be agreed upon in the project inception report;
2.1.18. Reconfiguration of existing features of the system should any changes to the processes, policies, amendment of applicable laws, or internet/browser technologies arise one (1) year after the full development and deployment of the system;
2.1.19. Dashboard and Reporting. The CONTRACTOR shall develop a standard dashboard for each module, which presents a summary of transactions based on a daily cut-off time of the data. The dashboard shall allow users to drill down and download data in MS Excel, CSV, or PDF formats. The reporting tools provided by the CONTRACTOR shall include self-service report creation capabilities using the available fields from the transaction data;
2.1.20. Documentation. The CONTRACTOR shall create user manuals for each access level. These manuals must be reader-friendly, intuitive, and include an optimal number of screenshots to guide users effectively. The manuals should also include video tutorials based on screen recordings to further

guide the users. Additionally, the CONTRACTOR shall provide comprehensive documentation of the source code, which must be detailed enough to allow non-ICT personnel to trace sections of the code related to specific functions;

2.1.21. Offline Encoding. The CONTRACTOR shall develop offline forms for each module of the Cooperative System. These forms (web form, PDF, or Protected Excel Template) should allow users to fill out all required fields before logging into the system. The forms must include validation formulas for specific fields (e.g., financial data). Once users log into the system, they should be able to upload the offline forms to automatically populate the relevant fields in the system;

2.1.22. Project Management Access. The CONTRACTOR shall grant the CDA Project Management Team view access to the project tracking system, which must be accessible online. From time to time or as needed, the CONTRACTOR shall also accommodate the participation of CDA Project Management Team members in any of the daily standup meetings, either on-site or online, to monitor the progress of the project and address any issues encountered during development.

2.1.23. Provide exclusive key personnel for the project; and

2.1.24. Two (2) years of maintenance and support services.

**3. FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS**

3.1. The general design concept of the enhanced system must be responsive to the functional and non-functional requirements, minimum design, and performance standards as provided for this project.

3.2. Cooperative Systems Portal

3.2.1. The module must:

3.2.1.1. allow site visitors to view information (text, infographics, or videos) about the Cooperative Systems portal, registration process and requirements, and process and list of reports for cooperative annual report submission;

3.2.1.2. allow site visitors to view a list of FAQs;

3.2.1.3. allow site visitors to do a fuzzy search for information on the portal. Fuzziness rules are to be determined during requirements gathering;

3.2.1.4. allow site visitors to search for registered cooperative/s (by text or by categories);

3.2.1.5. allow site visitors to chat or send messages for inquiries;

3.2.1.6. allow the chatbot to handle natural language queries and provide responses based on predefined scripts and machine learning models;

3.2.1.7. allow the chatbot to support multiple languages, especially both English and Filipino and switch between them based on user input;

3.2.1.8. allow the chatbot to answer frequently asked questions (FAQs) accurately and retrieve information from a knowledge base or database;

3.2.1.9. allow the chatbot to provide real-time assistance and escalate complex queries to human agents when necessary;

3.2.1.10. allow the chatbot to recognize returning users and provide tailored interactions based on previous conversations;

3.2.1.11. allow the chatbot to adhere to data protection regulations and ensure user data is handled securely and confidentially;

3.2.1.12. allow the chatbot to implement encryption for data transmission and storage, and support user consent management for data collection;
3.2.1.13. allow the chatbot to have mechanisms to handle errors gracefully and provide fallback options when it cannot understand or process user inputs;
3.2.1.14. allow the chatbot to offer clear instructions or alternative solutions in case of failure or system downtime;
3.2.1.15. provide a link for site visitors to sign-in to their accounts or create accounts for their cooperative;
3.2.1.16. allow site visitors to view privacy policy and terms and conditions in using the site;
3.2.1.17. allow site visitors to accept or reject cookies selectively;
3.2.1.18. allow site visitors to click register a cooperative or submit a report but, if not authenticated, be redirected to either the login or account creation page;
3.2.1.19. allow registered users to track application status without logging in; and
3.2.1.20. allows clients to request and pay the transaction fees for a Certified True Copy of the registration and other documents through the web portal.

3.2.2. To create an account, public users must provide the following fields (final field list to be disclosed to the winning CONTRACTOR):
3.2.2.1. Email address;
3.2.2.2. Contact Number;
3.2.2.3. Password;
3.2.2.4. First Name;
3.2.2.5. Last Name;
3.2.2.6. Valid ID;
3.2.2.7. Cooperative Name;
3.2.2.8. Registration Number; and
3.2.2.9. CAPTCHA.

3.2.3. One Time Pin (OTP) generation through SMS/Email;
3.2.4. To create an account, public users must agree to the Terms and Conditions and Privacy Policy of the portal;
3.2.5. Public users must verify the provided email address before the portal activates the account;
3.2.6. A logged-in account must complete their personal profile information before being allowed to access other capabilities. Personal profile field list to be disclosed to the winning CONTRACTOR;
3.2.7. A logged-in account must complete the cooperative profile before being allowed to access the registration application and report submission modules or other portal capabilities. Cooperative profile field list to be disclosed to the winning CONTRACTOR;
3.2.8. Allow logged-in account users to fill in cooperative profile fields and upload supporting documents for a registration application;
3.2.9. Allow logged-in account users to fill in cooperative profile fields, submission of reports, and upload supporting documents for the application for issuance of a Certificate of Compliance (COC);
3.2.10. Allow logged-in account users to take action on the findings noted by the inspectors/validators and upload the necessary supporting documents; and
3.2.11. Offline Encoding Functionality. The offline encoding forms developed by the CONTRACTOR must include built-in validation formulas and be compatible with the system's online modules. These forms should minimize

the required online session time by allowing users to complete data entry offline and upload the forms directly into the system.

3.3. Cooperative Registration Module:

3.3.1. Allow a logged-in account to create an application based on the chosen type and category of cooperative;
3.3.2. The module must provide a guided process (e.g. visualized steps or percentage of fulfilled tasks) for the application for registration;
3.3.3. Registration application form fields must be auto-populated from the pre-filled personal or cooperative profile fields;
3.3.4. Registration application form fields must be in accordance with the updated Philippine Standard Geographic Code (PSGC), Philippine Standard Industrial Classification (PSIC), Philippine Standard Occupational Classification (PSOC), and Philippine Central Product Classification (PCPC);
3.3.5. Allow a logged-in account to partially fill up or upload supporting documents and save the application as a draft;
3.3.6. Allow a logged-in account to continue working on a draft;
3.3.7. Allow a logged-in account to review the application before submitting the application;
3.3.8. Allow a logged-in account to submit an application;
3.3.9. Allow a logged-in account to track the status of the application. Application status types to be disclosed to the winning CONTRACTOR;
3.3.10. Allow a logged-in user to update the application submission (modifying fields or uploading new documents);
3.3.11. Allow a logged-in primary account to abandon or cancel an application;
3.3.12. Allow an assigned validator to validate the application documents; and
3.3.13. Enable the system to send email notification reminders to the applicant regarding the due dates for the deadline of submission of application for registration.

3.4. Cooperative Report Submission Module:

3.4.1. Allow a logged-in account to submit required reports based on type and category cooperative;
3.4.2. The module must provide a guided process (e.g. visualized steps or percentage of fulfilled tasks) for the submission of required reports;
3.4.3. The module must provide an estimated time of processing for each step in compliance with RA 11032;
3.4.4. Report form fields must be auto-populated from the pre-filled individual or cooperative registration profile data;
3.4.5. Allow a logged-in account to partially fill up or upload supporting documents and save the submission as a draft;
3.4.6. Allow a logged-in account to continue working on a draft;
3.4.7. Allow a logged-in account to review the report before submission;
3.4.8. Allow a logged-in account to submit the reports;
3.4.9. Allow a logged-in account to track the status of the submission. Submission status types to be disclosed to the winning CONTRACTOR;
3.4.10. Allow a logged-in user to update the submitted report (modifying fields or uploading new documents);
3.4.11. Allow a logged-in account to abandon or cancel a submission; and
3.4.12. Enable the system to send email/ in app notification to cooperatives reminding them of the deadline of compliance.

3.5. Cooperative Assessment Module:

3.5.1. A Table of “List of Cooperatives with Submitted Reports” and the “List of Cooperatives with No Reports” for the current year and previous years shall be displayed in the dashboard;
3.5.2. Allow the assignment of cooperatives to be inspected by the Senior CDS to the CDS Inspectors;
3.5.3. Allow the reassignment to another field inspector of the same cooperative if the first CDS assigned will be on official leave or on other assignment;
3.5.4. Allow a logged-in account for CDS Inspector to accomplish the Assessment Instrument (for Onsite Inspection) or Off-site Inspection Tool (for off-site inspection) and save;
3.5.5. After saving, the Assessment Instrument can still be edited by the CDS II/FIELD INSPECTOR and all items with “No” answers, Findings and Recommendations in the Assessment Instrument will be summarized and be pasted to the “Initial inspection Report.” The initial inspection report will be presented to the cooperative during exit conference and any modifications/changes can still be edited in the instrument;
3.5.6. Upon confirmation of the cooperative, the system shall generate the Final Inspection Report based on the initial inspection report or Offsite Inspection Tool. The Final Inspection report can be viewed in the Coop’s account and allows the cooperative’s authorized representative to encode/edit the management response and the reasons for non-compliance on the final inspection report;
3.5.7. Upon receipt of the management response, the CDS II shall assess and evaluate the management response. A final recommendation shall be submitted to SED/SES/IED for appropriate action;
3.5.8. If the response or compliance is not acceptable or no response within 15 days from the final inspection report the CDS II shall submit a recommendation to SED/SES/IED to issue an Order to Comply;
3.5.9. Enable the system to send email/ in app notification to cooperatives reminding them of the deadline of compliance; and
3.5.10. Allow the next inspector, SED/SES/IED Senior CDS to view the previous inspection report.

3.6. Cooperative Status Tagging Module:
3.6.1. Allow the Regional SES, SED and IED, Registration Division/Section and legal personnel in terms of tagging the cooperatives as to its status per MC 2021-15 and its amendments;
3.6.2. The SES and the legal staff are allowed to change the cooperative status in case there is compliance to the cited violations/findings; and
3.6.3. Allow the users to view the status of the cooperative.

3.7. Administration Dashboards:
3.7.1. Content Administration
3.7.1.1. Content management is accessible only to administration users with content writing or editing capability or higher access rights;
3.7.1.2. Capability for some drag-and-drop functionality to change the layout of the informational content area of the portal or the capability to easily update page or section templates;
3.7.1.3. Allow content writers to add, modify, or delete content; and
3.7.1.4. Capability to provide page layouts or templates compatible with CDA themes and incorporate official Philippine Standard Time maintained by DOST-PAGASA.
3.7.2. Client Accounts Administration:
3.7.2.1. Allow account administrators to view, download, or print a list of clients' accounts;

3.7.2.2. Allow account administrators to filter or sort through a list of client accounts;
3.7.2.3. Allow account administrators to view, download, or print the profile of a cooperative and the account associated with the cooperative;
3.7.2.4. Allow account administrators to view the transaction history of a client account user (e.g. time stamp, actions taken, MAC and IP address, etc.);
3.7.2.5. Allow account administrators to suspend or unsuspend an account. This will trigger the sending of an in-app and email notification to System Administrators. Suspension shall require a separate confirmation by a System Administrator; and
3.7.2.6. Allow purging of suspended accounts for a period of time.

3.8. Application Processing for Registration:
3.8.1. This item provides an overview of the process. Processing steps to be disclosed to the winning CONTRACTOR;
3.8.2. The system must process requests in the order they are received and follow a clear protocol for assigning reviewers;
3.8.3. The system must ensure the anonymity of an application prior to an evaluator viewing the contents of the application. Viewable fields to be disclosed to the winning CONTRACTOR;
3.8.4. Allow validators and evaluators to view, download, or print a registration application;
3.8.5. Allow application reviewers to transfer an application to another reviewer;
3.8.6. The system must have a capability to automatically set the application status to “Submitted” once the application was submitted by the client;
3.8.7. The system must have a capability to automatically set the application status to “Under review” once the evaluator opens the application form;
3.8.8. While “Under review”, allow evaluators and approver/s to respectively annotate applications deemed deficient or requiring clarifications. Once the evaluation is completed and the finding/s is finalized, the portal shall automatically send an email message to the applicant containing the consolidated findings. Annotations or comments that have been sent to the applicant cannot be modified or deleted by the evaluator;
3.8.9. To rectify the deficiencies/findings or provide the lacking information, the applicant must log in to the system (Applicant Dashboard) to access and view the findings. A comment box should be provided where answers to the deficiencies or lacking information are encoded.
3.8.10. Allow application approvers to review/overrule the application and annotation history made by the evaluators. Annotations or comments that have been sent to the reviewer cannot be modified or deleted by the application approver;
3.8.11. Once approved, the portal shall automatically notify the applicant that their application documents are ready for printing;
3.8.12. Once the hard copies of the documents are submitted, the evaluator will review and verify the correctness of the documents against the encoded data;
3.8.13. Once verified and found to be in order, the portal shall automatically notify the applicant that their application is ready for payment, otherwise, notify the applicant to rectify the discrepancy/ies and re-submit documents for re-evaluation;
3.8.14. Once payment is made, the portal shall automatically generate the Certificate of Registration and Certificate of Compliance with electronic signature;

3.8.15. The portal shall automatically notify the applicant that their documents (ACBL, COR, and COC) are ready for release; and
3.8.16. The portal must log all actions of the applicant, evaluator, and approver.

3.9. Application Processing for the Issuance of COC:

3.9.1. This item provides an overview of the process. Processing steps to be disclosed to the winning CONTRACTOR;
3.9.2. The system should process applications in the order they are received and have a clear protocol for assigning reviewers;
3.9.3. The system must ensure the anonymity of an application prior to an application reviewer viewing the contents of the application. Viewable fields to be disclosed to the winning CONTRACTOR;
3.9.4. Allow application reviewers to view, download, or print the submitted reports;
3.9.5. Allow system administrator to transfer an application to another reviewer;
3.9.6. The system must have the capability to automatically set the application status to “Submitted” once the application was submitted by the client;
3.9.7. The system must have the capability to automatically set the application status to “Ongoing review” once the application reviewer opens the application form;
3.9.8. Capability of the system to update the status of the application based on the action of the application reviewer. Status types to be disclosed to the winning CONTRACTOR;
3.9.9. While on the “Ongoing review” status, allow application reviewers to annotate applications deemed deficient or requiring clarifications;
3.9.10. Allow application approvers to review the application and annotation history made by the application reviewer. Annotations or comments that have been sent by the reviewer cannot be modified or deleted by the application approver;
3.9.11. Allow application approvers to defer or approve the application. The portal automatically notifies the applicant and reviewer, in-app and via email, of the approval. If deferred, the application approver must provide remarks and generate a notice of deficiency;
3.9.12. A notice of deficiency shall be sent to the Cooperative account if there is deficiency in the submitted/encoded reports;
3.9.13. Allow client to edit or correct/rectify the deficiency in the CAIS account 15 days upon receipt of the Notice of Deficiency;
3.9.14. Allow evaluators to review and evaluate the re-submitted documents. Allow alternate reviewer to evaluate the documents;
3.9.15. Once approved, the system will generate an acknowledgement receipt and automatically notify the client to submit the Audited Financial Statements (AFS) to the CDA;
3.9.16. Once the acknowledgment and AFS are received, allow the application reviewer to generate the Certificate of Compliance; otherwise, defer the application if there is a discrepancy in the AFS against the encoded data;
3.9.17. The portal must log all actions of the application reviewer, application approver, and those by the portal itself;
3.9.18. All submitted reports can be viewed by the extension office where the coops are registered while the Head Office can view all the reports submitted to the Head Office and Extension Offices; and
3.9.19. Provide a dashboard where the status of actions is indicated and date of action.

3.10. Catalog Administration

3.10.1. Allow catalog administrators to dynamically update categories, drop-down lists, statuses, select options, and other data fields. Data categories or lists to be disclosed to the winning CONTRACTOR;
3.10.2. Allow catalog administrators to lock or unlock fields for editing or use by other users.

3.11. User Administration:
3.11.1. Shall have access privileges of client accounts administrators;
3.11.2. Allow administrators to create user groups and assign read, write, update, or delete privileges over resources. Examples of such user groups are (final list to be disclosed to the winning CONTRACTOR):
3.11.2.1. Content managers;
3.11.2.2. Application reviewers;
3.11.2.3. Application approvers;
3.11.2.4. Reports/Data analyst;
3.11.2.5. Portal administrators; and
3.11.2.6. Board of Directors and Management Team.
3.11.3. Allow user administrators to create administration user accounts and assign the user to one or more user groups; and
3.11.4. Adding an administration user, email addresses must be limited to the CDA domain. However, this capability must be configurable from the portal administration dashboard.

3.12. Portal Administration
3.12.1. Portal administrators shall have access privileges of all previous user accounts;
3.12.2. Allow portal administrators to configure capabilities, thresholds, access to resources, lock/unlock content or fields, among others using a simple UI interface;
3.12.3. Allow portal administrators to create custom interactive dashboards to keep track of portal KPIs; and
3.12.4. Allow portal administrators or the portal administration dashboard to access other dashboards or reports to automatically provide real-time analysis of data to identify hidden underlying patterns and drivers.

3.13. System administration dashboard or capabilities:
3.13.1. System administrators shall have access privileges of all previous user accounts;
3.13.2. Allow system administrators to configure the security policy (e.g. passwords, MFA mechanism, hash sizes, etc.) and session management settings (length and entropy of session ID or token, session timeout, etc.);
3.13.3. Allow system administrators to generate or view web analytics for the portal and service instances;
3.13.4. Allow system administrators to monitor overall system or instance health and performance;
3.13.5. Allow system administrators to configure acceptable email domains for users;
3.13.6. Allow system administrators to access other dashboards or reports to automatically provide real-time analysis of data to identify hidden underlying patterns and drivers;
3.13.7. Allow system administrators to set archiving rules and policies; and
3.13.8. Allow system administrators to allow selected users to access original uploaded documents.

3.14. Audit dashboard:
3.14.1. Capability to generate reports or analytics on actions taken by portal users; and

3.14.2. Allow portal auditors to view actions taken by portal users (read privilege only).

3.15. General administration and configuration capabilities:

3.15.1. Allow administration users the capability to create dynamic lists on a set of criteria or categories over a set of metrics. For example, allow the accounts administrator to generate the list of cooperatives and their status;

3.15.2. Allow administration users to drill down lists;

3.15.3. Allow administration users to print or export lists, on their dashboard, to CSV or PDF files;

3.15.4. Allow administration users to easily create or generate reports through self-service features;

3.15.5. Allow administration users to create stories and visual presentations for effective data storytelling;

3.15.6. Allow administration dashboards to conduct AI-driven data analysis to automatically identify significant changes or important and relevant correlations; and

3.15.7. Allow administration users to import predictive data models using PMML.

3.16. Generic Functions:

3.16.1. Document Uploading:

3.16.1.1. The system must have the capability to limit document types for uploading;

3.16.1.2. Uploaded files will be stored in quarantine file storage; and

3.16.1.3. Only files deemed clean or file copies rendered in a remote isolation platform will be viewed or downloaded by administration users with document viewing access privileges.

3.16.2. Log Management:

3.16.2.1. All services, modules, or microservices shall log transactions. Log detail for each module or service to be agreed with the Procuring Entity;

3.16.2.2. Access to the portal by site visitors, authenticated or not, must be logged;

3.16.2.3. System errors must be logged in the service logs and, separately, in an error log file;

3.16.2.4. Log transactions should be uploaded to a central log service based on a schedule configurable from the system administration dashboard; and

3.16.2.5. The capability to access logs (per service or the central log service) shall be limited by an administrator.

3.16.3. Integration endpoints:

3.16.3.1. The portal must have the capability to provide REST API endpoints for integration with other CDA, National Government Agencies (NGA's), and Local Government Units systems. A full list of API endpoints will be disclosed to the winning CONTRACTOR. It may include:

3.16.3.1.1. the list of cooperatives, by status, by category, etc.;

3.16.3.1.2. reported data of cooperatives;

3.16.3.1.3. registration and compliance status of a cooperative; and

3.16.3.1.4. Data of accredited external auditors and Accredited Training Providers from Accreditation Facility Information System (AFIS) of CDA.

3.16.3.1.5.

3.16.4. Authentication and Authorization:

3.16.4.1. Must have an authentication and authorization service using OpenID Connect, OAuth 2.0 or SAML. Authentication and validation will be sent via JWTs along with authorization or access privileges;

3.16.4.2. The portal shall provide CDA the option to integrate with an external single sign-on, federated identity management, or identity access management system using OpenID Connect, OAuth 2.0, or SAML.

3.16.4.3. User authentication and authorization:

3.16.4.3.1. There must be two separate login pages for client account users and administration users. Required login fields for client users and administration users to be disclosed to the winning CONTRACTOR;

3.16.4.3.2. Allow users to recover an account if the password has been forgotten. Must trigger a multifactor authentication; and

3.16.4.3.3. If a user is added by a registered user, the portal must generate a temporary randomly generated password. The portal must send an automated email to the added user informing them of the account generation with a link to a page to update the generated password. Updating the password serves as the email verification process. Only then will the added user be able to login. For added administration users, the email shall contain the user assignment.

3.16.5. Automatic Logout Due to Inactivity:

3.16.5.1. The system shall automatically log out a user after a continuous idle period, e.g. 15 minutes, which can be set by System Administrator. Idle time is defined as the period during which no user activity, such as mouse movements, keyboard inputs, or system interactions, is detected. This functionality is implemented to ensure the security and privacy of user data, and to prevent unauthorized access in the event of user absence.

3.16.6. Automatic Save Functionality:

3.16.6.1. The system shall automatically save any changes or inputted data every ten (10) minutes, even if the user does not manually click the "Save" button. This feature ensures that no data is lost due to user inaction or unforeseen disruptions, such as power outages or system crashes. The automatic save process will run in the background without interrupting the user's workflow or system performance.

3.17. Non-functional Requirements

3.17.1. Usability:

3.17.1.1. The portal must be designed with usability in mind particularly ease-of-use across a variety of device viewport sizes, memory, and computing power;

3.17.1.2. The most important elements must be prominent and highlighted on the page. All important features must be accessible within two clicks on average;

3.17.1.3. The design must be intuitive by incorporating established or standard design elements, and usability patterns and must take advantage of standard gestures in mobile devices;

3.17.1.4. Administration users must be able to view dashboards, tables, lists, and reports elegantly on mobile devices;

3.17.1.5. Accessible help or guides, clear instructions, and task progress must be provided to facilitate task completion;
3.17.1.6. Users must be able to reverse or undo actions. Actions that cannot be undone must have a confirmation prompt;
3.17.1.7. Must incorporate principles outlined in ISO 9241-171; and
3.17.1.8. Rendered pages, assets, or files must not adversely impact user experience and functionality (e.g. rendering delays, print capability, pixelation issues, etc.).

3.17.2. Accessibility:
3.17.2.1. The portal must comply with web content accessibility guidelines (WCAG) 2.1 or ISO/IEC Guide 71:2014 and follow the technical specifications defined in WAI-ARIA.

3.17.3. Scalability and Performance:
3.17.3.1. Interservice communication shall, on average, not exceed 500ms for services located in the same availability zone or data center cluster;
3.17.3.2. Uploading or downloading of data or graphical user interface web pages containing less than 1MB of data shall load within three (3) seconds;
3.17.3.3. Micro and web services must be open to connections, accept requests, and issue responses 99.99% of the time for 24x7 / 365;
3.17.3.4. Must incorporate lightweight client-side caching to satisfy performance requirements across various end-point devices and internet connection speeds;
3.17.3.5. Must provide an in-memory database to store denormalized view data to speed up rendering of interactive reports and analytics;
3.17.3.6. The portal must be able to support 10,000 concurrent sessions (authenticated or not) without a significant impact on the portal's response times;
3.17.3.7. The portal must support a minimum of 30,000 registered users to scale up to 45,000 in the next few years; and
3.17.3.8. Portal pages, including dashboards, reports, and analytics, must be mobile-responsive.

3.17.4. Availability:
3.17.4.1. The portal must be able to run in various deployment scenarios including running instances simultaneously in different locations to ensure high availability: various on-prem locations, multiple zones in the cloud, or hybrid. The deployment scenario will be disclosed to the winning CONTRACTOR.

3.17.5. Application Failure Recovery:
3.17.5.1. The portal must be resilient to server or database failures and must have the failover capability to recover within a reasonable time to be agreed upon with the Procuring Entity;
3.17.5.2. The portal must, at all times, be in a known state. The portal should provide default response behavior for unplanned events (e.g. broken connection or session, corrupted or irreparable messages, etc.);
3.17.5.3. The portal must have an automatic recovery mechanism after system failure; and
3.17.5.4. The portal must be able to alert system administrators of the inaccessibility of a resource, component, or service.

3.17.6. The chatbot features:
3.17.6.1. Must have a response time of 10 seconds or less for user interactions, ensuring a smooth and efficient user experience;

3.17.6.2. It should be capable of handling 1,000 concurrent users without performance degradation;
3.17.6.3. The chatbot must be scalable to accommodate increased user traffic and interaction volume without compromising performance;
3.17.6.4. It should support easy updates and enhancements to functionality as needed;
3.17.6.5. The chatbot should have high availability with minimal downtime, supported by a robust infrastructure and regular maintenance;
3.17.6.6. It must include a disaster recovery plan to ensure continuity of service in case of system failures;
3.17.6.7. The chatbot interface should be user-friendly, with intuitive navigation and clear instructions for users; and
3.17.6.8. It must provide consistent and coherent interactions that align with the organization's branding and communication style.

## 4. TECHNICAL REQUIREMENTS

4.1. General Design Principles:
4.1.1. The system must be designed using a domain-driven service-based type of architecture consisting of decoupled and autonomous services;
4.1.2. Must be guided by security-by-design principles (e.g. ISO 27001, OWASP, NCSC, AWS SbD, etc.) during the design and development stages;
4.1.3. Must be ready to employ either asynchronous (preferred) or synchronous interservice communication depending on the specific requirements of the producer-consumer service pair. Specific requirements are to be disclosed to the winning CONTRACTOR;
4.1.4. Must provide configurable capability over the remote isolation key per environment to prevent infected assets or active content from reaching the endpoint device of administration users;
4.1.5. The remote isolation environment must quickly discard used containers to reduce the risk of persistent malware or infections in the isolation environment;
4.1.6. Nearly static content should be cached in the frontend service instances;
4.1.7. Must provide load balancing and web server capabilities;
4.1.8. Must provide a near plug-and-play capability for third-party tools in services that make use of them;
4.1.9. Must support OpenAPI;
4.1.10. Interservice communication must be secure and encrypted at all times by using HTTPS/TLS protocols; and
4.1.11. Interservice communication must include access and identity tokens to allow a service to verify privileges with the authentication and authorization service.

4.2. Technology Specifications:
4.2.1. Frontend Application:
4.2.1.1. Must be developed using any of the latest common JavaScript Frameworks, e.g., Vue.js or React.js, as the frontend framework for building reactive and dynamic user interfaces; and
4.2.1.2. The framework must have the capability to create a seamless single-page application experience, reducing page reloads.

4.3. Backend Application:
4.3.1. The system's backend must be divided into independent microservices, each focusing on a specific business capability;
4.3.2. The system must be developed using Node.js for server-side and backend development to ensure efficient performance, scalability, and maintainability;

4.3.3. Must implement APIs for communication between microservices; and
4.3.4. Must implement a Pub/Sub messaging tool for enabling communication and coordination between microservices.

4.4. Development and Staging Server Infrastructure:
4.4.1. Must utilize virtual machines (VMs), and containers (e.g., Docker) for deploying microservices;
4.4.2. Must utilize databases (relational, and/or NoSQL) to store and retrieve data for microservices;
4.4.3. Manages server configurations and addresses any issues that may impact website performance; and
4.4.4. Ensures the seamless operation of the server's mail transfer protocol for the sending of emails.

4.5. Production Server Infrastructure:
4.5.1. Must utilize Google Cloud Platform Computing Services for the production environment;
4.5.2. Must set up a Virtual Private Cloud (VPC) with appropriate subnets, firewall rules, and routes;
4.5.3. Must set up Identity Access Management (IAM) roles and permissions for team members;
4.5.4. Must utilize Google Cloud platform-managed databases;
4.5.5. Must utilize Google Kubernetes Engine (GKE) to create a Kubernetes cluster;
4.5.6. Must configure node pools with appropriate machine types, autoscaling, and zonal/region distribution for high availability;
4.5.7. Must set up persistent storage using GCP's Persistent Disk, Filestore, or Cloud Storage;
4.5.8. Must use Container Registry or Artifact Registry for storing Docker images;
4.5.9. Must configure Kubernetes Services for service discovery and load balancing;
4.5.10. Must Implement an API Gateway for managing API traffic, rate limiting, and security;
4.5.11. Must utilize ingress controllers to manage external access to the services;
4.5.12. Must implement service mesh to manage microservices communication, security, and monitoring;
4.5.13. Must utilize Google Cloud Monitoring to monitor the health and performance of microservices;
4.5.14. Must set up alerts and dashboards to track key metrics;
4.5.15. Must utilize Google Cloud Logging to collect and analyze logs from the services; and
4.5.16. Must implement centralized logging and log aggregation for easier troubleshooting.

4.6. API Gateway:
4.6.1. Must implement an API Gateway to act as a single-entry point for the front end, managing requests and routing them to the appropriate microservices; and
4.6.2. The system must handle authentication and authorization centrally at the API Gateway.

4.7. User Authentication and Authorization:
4.7.1. Must implement token-based authentication to secure user access across microservices; and
4.7.2. Must implement Role-Based Access Control (RBAC) to define roles and permissions, thereby controlling user access to different functionalities.

4.8. Database:
- 4.8.1. The system must have a dedicated database for each microservice, ensuring loose coupling between services;
- 4.8.2. The system must have a central database that acts as a repository for integrating data from multiple microservices, facilitating the consolidation of information from various services. This consolidation enables seamless cross-service queries and reporting capabilities; and
- 4.8.3. The system must utilize databases that suit the specific requirements of each microservice.

4.9. Continuous Integration and Deployment (CI/CD):
- 4.9.1. The CONTRACTOR must set up CI/CD pipelines to automate the testing, integration, and deployment processes.

4.10. Security
- 4.10.1. Must implement security testing for vulnerabilities, and apply patches or updates to protect against potential threats; and
- 4.10.2. Must configure Security Socket Layer (SSL) and Web Application Firewall

4.11. Documentation:
- 4.11.1. Documentation Standards. The CONTRACTOR's documentation for both user manuals and source code must meet industry standards for clarity, comprehensiveness, and ease of use. User manuals should include detailed instructions and screenshots, while source code documentation must be sufficiently detailed for non-ICT stakeholders to understand;
- 4.11.2. The CONTRACTOR must provide comprehensive documentation for APIs for better collaboration and future maintenance; and
- 4.11.3. The CONTRACTOR must provide clear and concise code documentation for better collaboration and future maintenance.

4.12. Full Backup and Restore:
- 4.12.1. Must implement daily backup of system data and have the ability to restore the system in case of data loss or system failure; and
- 4.12.2. Provides CDA with full access to the System Source Code and Database backup.

4.13. Migration:
- 4.13.1. Data migration from the current systems of CDA to the developed system.

4.14. Development, Testing, and Deployment Pipeline:
- 4.14.1. Must adhere to secure software development standards such as those specified in OWASP Secure Coding Practices, NIST Special Publication 800-218, or equivalent standards from BSA or SAFECode. This includes taking measures to mitigate security risks outlined in the latest OWASP Top 10;
- 4.14.2. Encryption must use the latest KDF-type of standards or protocols. For hashing secrets, the algorithm must be resistant to GPU-based and side-channel attacks;
- 4.14.3. Error stacks will only be displayed in the development and testing environments. For staging and production, only general error messages will be displayed;
- 4.14.4. Must utilize open-source containerization and orchestration tools;
- 4.14.5. Must implement comprehensive unit tests, functional tests, security or application vulnerability tests, regression tests, and load tests as part of user acceptance testing;
- 4.14.6. Security testing must adhere to the general principles and standards set in the OWASP Web Security Testing Guide and OWASP Web Application Penetration Checklist; and
- 4.14.7. The system must be deployable in various deployment scenarios: cloud, on-premise, or hybrid environments.

4.15. Collaborative Tool Requirements:
- 4.15.1. Project Management Tool:
  - 4.15.1.1. Allow the creation of Kanban or Scrum boards;
  - 4.15.1.2. Provide a to-do list for planned tasks;
  - 4.15.1.3. Allow some workflow customization and automation;
  - 4.15.1.4. Provide encryption in transit and at rest;
  - 4.15.1.5. Accessible 24/7 throughout the project duration; and
  - 4.15.1.6. Provide CDA five (5) seats for the tool.

4.16. Code versioning and repository:
- 4.16.1. Must be a secured and private code repository;
- 4.16.2. Must use git for versioning; and
- 4.16.3. Provide CDA three (3) seats with full repository access.

4.17. Document Sharing:
- 4.17.1. Must provide collaborative document storage for all documents, files, assets, etc. that will be part of this contract; and
- 4.17.2. The procuring entity must have full editing access to these files.

4.18. Dashboard and Reporting Tools:
- 4.18.1. The CONTRACTOR shall ensure that the dashboards and reporting tools are technically capable of handling large datasets, providing real-time data access, and enabling users to generate and export reports in MS Excel, CSV, and PDF formats. The reporting tools should also support self-service report creation from available transaction data fields.

4.19. Training:
- 4.19.1. The following trainings will be conducted:
  - 4.19.1.1. system functionality for One hundred twenty (120) business users;
  - 4.19.1.2. technical components (IT, system administration, deployment configuration, etc.) for ten (10) technical users;
  - 4.19.1.3. The CONTRACTOR shall provide all training manuals; and
  - 4.19.1.4. The CONTRACTOR shall include hands-on lab modules in the conduct of the training.

## 5. BIDDER REQUIREMENTS

5.1. Prospective bidders must:
- 5.1.1. Have a proven track record in Information Technology, Software Development, and Systems Integration;
- 5.1.2. Have completed at least three (3) web-based software development projects locally or internationally preferably with a government entity or multilateral institution.
- 5.1.3. Be duly registered with the National Privacy Commission under RA 10173 of 2012. The certificate must be attached to and submitted with the bidding documents;
- 5.1.4. Have the personnel or key experts described under the Personnel Requirements section of this document. Prospective bidders must submit all the CVs and certifications along with the bidding documents;
- 5.1.5. Shall assign key personnel exclusively for the project;
- 5.1.6. Must be a PhilGEPS registered;
- 5.1.7. Must be in the IT business for at least 5 years.

## 6. PERSONNEL REQUIREMENTS

6.1. One (1) Project Manager:
- 6.1.1. Must have at least five (5) years of solid experience in managing software development projects. Must present certification as proof of this experience.
- 6.1.2. Must have any of the following certifications issued by the recognized certifying organizations:

6.1.2.1. Project Management Institute;
6.1.2.2. PRINCE2 Foundations;
6.1.2.3. Agile Project Management; and
6.1.2.4. Professional Scrum Master;

6.1.3. Must have managed at least one (1) distributed web-based system or document management system;
6.1.4. Proficiency in distributed systems and service-based architectures;
6.1.5. Demonstrable experience using online project management tools including designing project workflows;
6.1.6. Proficiency in software quality assurance and audit checks; and
6.1.7. Experience in managing software quality assurance.

6.2. One (1) Business Analyst:
6.2.1. Must have at least three (3) years of experience in aligning business and technical requirements to meet client needs;
6.2.2. Must have attended at least one (1) Project Management Training;
6.2.3. Strong background in digital transformation and organizational change management;
6.2.4. Demonstrable experience in UML 2.0 in at least two (2) projects;
6.2.5. Proficiency in SQL, data management, and data analytics; and
6.2.6. Excellent use case documentation and technical writing capabilities.

6.3. One (1) UI/UX Designer:
6.3.1. Must have at least three (3) years of experience in adaptive or responsive web design;
6.3.2. Demonstrable experience in Adobe Photoshop or other equivalent online collaborative design tools such as InVisio, Bootstrap Studio, LucidChart, or Canva;
6.3.3. High proficiency in HTML5 and CSS3;
6.3.4. Proficiency in template engines and creating page and email templates; and
6.3.5. Demonstrable experience in usability analysis in one (1) project.

6.4. Two (2) Senior Developers:
6.4.1. Must have at least five (5) years of experience in developing distributed systems, service-based web applications, or document management systems;
6.4.2. Must have experience developing systems for at least three (3) organizations whether local or international preferably with a government entity or multilateral institution.
6.4.3. Demonstrable experience in MySQL, Java, C++, PHP, React or Vue, HTML5, CSS3, and BootStrap to be demonstrated by certifications provided by internationally-regarded organizations or by three (3) projects completed within the last two (2) years;
6.4.4. High proficiency in service-oriented architectures, especially using asynchronous messaging;
6.4.5. High proficiency in OAuth2.0 and OpenID Connect;
6.4.6. Must have either a cloud developer certification or proven experience in at least two (2) cloud software development with at least one (1) in a hybrid set-up;
6.4.7. High proficiency in UML2.0;
6.4.8. Experience in containerization and process orchestration; and
6.4.9. Demonstrable experience in secure coding practices.

6.5. Two (2) UI or Frontend Developers:
6.5.1. Must have at least three (3) years of experience in developing web or mobile frontends;

6.5.2. High proficiency in a JavaScript or TypeScript framework demonstrated by either a certification by an internationally recognized organization or two (2) demonstrable projects within the last year;
6.5.3. High proficiency in HTML5, CSS3, pre-CSS compilers, and Webpack;
6.5.4. High proficiency in creating custom Gutenberg-compatible WordPress themes or plugins;
6.5.5. Demonstrable experience in creating and using web pages and email templates;
6.5.6. Proficient in UML2.0;
6.5.7. Proficient at creating and accessing RESTful services;
6.5.8. Experience in micro-frontends and established open-source content management systems; and
6.5.9. Proficient in secure coding practices.

6.6. Two (2) Backend Developers:
6.6.1. Must have at least two (2) years of experience developing service-based web or mobile applications;
6.6.2. Must have development experience with at least one (1) organization whether local or international preferably with a government entity or multilateral institution.
6.6.3. High proficiency in the language or framework chosen for developing the service;
6.6.4. Experience in at least one (1) cloud-based software development project. A cloud developer certification is a plus;
6.6.5. Experience in containerization and process orchestration;
6.6.6. Experience in OAuth2.0 and OpenID Connect;
6.6.7. Experience accessing LDAP and Active Directory servers;
6.6.8. Experience in RESTful API, and OpenAPI;
6.6.9. Proficiency in UML2.0; and
6.6.10. Proficiency in secure coding practices.
6.7. One (1) Database Engineer:
6.7.1. Must have at least three (3) years of experience in SQL databases and at least one (1) year in a NoSQL database;
6.7.2. At least two (2) years of experience with cloud and hybrid storage deployments;
6.7.3. Solid background in distributed database set-up, security and optimization;
6.7.4. High proficiency in UML 2.0; and
6.7.5. Experience in writing scripts for automated deployments, monitoring or running backups.
6.8. One (1) Test Analyst:
6.8.1. Must have at least three (3) years of experience creating test plans, and conducting testing on software, websites, and other similar systems;
6.8.2. Experience in creating test plans and conducting tests for a web-based distributed system;
6.8.3. Proficiency at running regression, integration, and load testing;
6.8.4. Demonstrable experience using testing tools like Katalon, Selenium, Apache JMeter, or other similar tools;
6.8.5. Demonstrable experience with testing in automated agile-based development and test cycles; and
6.8.6. Proficiency in using bug-tracking tools.

## 7. SERVICE LEVEL AGREEMENT

7.1. The winning CONTRACTOR and the Procuring Entity shall agree on an SLA and escalation protocols to be implemented during the warranty period. The SLA should reflect the general severity levels described below.

| Severity level | Maximum Resolution Time (from the time the problem is determined to the time of resolution) | Support Channel |
|---|---|---|
| 7.2. High/Critical/Down | Four (4) hours Dedicated phone (24x7) | Dedicated phone (24x7)<br>Chat<br>Email |
| 7.3. Medium/Normal | Next business day | Phone<br>Chat<br>Email |
| 7.4. Low/General Question | Two (2) business days | Chat<br>Email |

7.5. Project Tracking and Reporting. The CONTRACTOR shall ensure that the project tracking system is updated regularly and is accessible to the CDA Project Management Team at all times. The CONTRACTOR shall maintain transparency in reporting the project's progress and promptly address any issues raised by the CDA Project Management Team.

## 8. ACTIVITIES AND DELIVERY ROADMAP

| Activities | Deliverables | Schedule | Days |
|---|---|---|---|
| 8.1. Project Kickoff and Planning | ● Project Inception Report and Planning Documents;<br>● Approved Team Composition;<br>● Non-Disclosure Agreements with CONTRACTOR and Personnel; and<br>● Provision of full access (for this project) to a project management collaboration tool and document sharing | Within fifteen (15) working days from issuance of Notice to Proceed. | 15 |
| 8.2. Business Requirements Analysis | ● Business Requirements Document;<br>● Data Management Plan;<br>● System Requirements Specifications; and | Within fifteen (15) working days from delivery of Project Kickoff and Planning | 30 |
| 8.3. System Design | ● Updated System Requirements Specifications (including high-level system design) | Within five (5) working days from delivery of Business Requirements Analysis | 35 |

| Activities | Deliverables | Schedule | Days |
|---|---|---|---|
| 8.4. Development of Feature Set One<br>8.4.1. General Information;<br>8.4.2. Authentication and Authorization;<br>8.4.3. Client-facing Module;<br>8.4.4. Account and Profile Management;<br>8.4.5. Application for Registration;<br>8.4.6. Administration Dashboard;<br>8.4.7. Users Administration;<br>8.4.8. Role-Based Access Control Management;<br>8.4.9. Catalog Administration;<br>8.4.10. Content Management;<br>8.4.11. CDA Module;<br>8.4.12. Cooperative Registration Application Management;<br>8.4.13. Cooperative Application for Registration of Amendment Management; and<br>8.4.14. User Acceptance Testing<br>8.4.15. Training | The following all refer to functional and nonfunctional requirements included in the Cooperative Registration Module:<br>● Updated Business Requirements Document;<br>● Updated System Requirements Specifications (including architecture decisions, technical diagrams such as ERDs, data flows, sequence diagrams, etc.);<br>● Wireframes and Designs;<br>● Test Scenarios, Test Scripts and Test Reports;<br>● Provision of full access (for this project) to design collaboration;<br>● Installation in Staging Environment;<br>● Data Migration;<br>● Load Scenarios, Scripts and Reports; and<br>● User Test Scenarios, Test Scripts and Test Reports.<br>● Conduct of Training | Within forty-five (45) working days from delivery of System Design | 80 |
| 8.5. Development of Feature Set Two<br>8.5.1. Client-facing Module<br>8.5.2. Report Collection Module<br>8.5.3. User Acceptance Testing<br>8.5.4. Training<br><br>8.6. Administration Dashboard<br>8.6.1. Client Accounts Administration;<br>8.6.2. CDA User Accounts Administration;<br>8.6.3. CDA User Level Administration;<br>8.6.4. Catalog Administration; | The following all refer to functional and nonfunctional requirements included in Cooperative Registration Module:<br>● Updated Business Requirements Document;<br>● Updated System Requirements Specifications (including architecture decisions, technical diagrams such as ERDs, data flows, sequence diagrams, etc.);<br>● Wireframes and Designs;<br>● Test Scenarios, Test Scripts and Test Reports; | Within forty-five (45) working days from delivery of System Design | 80 |

| Activities | Deliverables | Schedule | Days |
|---|---|---|---|
| 8.6.5. Report Evaluation;<br>8.6.6. Payment Transaction Management;<br>8.6.7. COC Issuance Management; and<br>8.6.8. User Acceptance Testing<br>8.6.9. Training | ● Provision of full access (for this project) to design collaboration;<br>● Installation in Staging Environment;<br>● Data Migration;<br>● Load Scenarios, Scripts and Reports;<br>● User Test Scenarios, and Test Scripts and Test Reports;<br>● Conduct of Training | | |
| 8.7. Development of Feature Set Three<br>8.7.1. Client-facing Module<br>8.7.2. User Acceptance Testing<br>8.7.3. Training<br>8.8. Inspection Report Dashboard<br>8.8.1. CDA User Dashboard<br>8.8.2. User Acceptance Testing<br>8.8.3. Training<br>8.9. Client accounts Administration<br>8.9.1. Inspection Report Management<br>8.9.2. User Acceptance Testing<br>8.9.3. Training<br>8.10. Integration Endpoints (API)<br>8.10.1. Business Intelligence Module; and<br>8.10.2. User Acceptance Testing<br>8.10.3. Training | The following all refer to functional and nonfunctional requirements included in Cooperative Inspection and API Module:<br>● Updated Business Requirements Document;<br>● Updated System Requirements Specifications (including architecture decisions, technical diagrams such as ERDs, data flows, sequence diagrams, etc.);<br>● Wireframes and Designs;<br>● Test Scenarios, Test Scripts and Test Reports;<br>● Provision of full access (for this project) to design collaboration;<br>● Installation in Staging Environment;<br>● Data Migration;<br>● Load Scenarios, Scripts and Reports; and<br>● User Test Scenarios, Test Scripts and Test Reports.<br>● Conduct of Training | Within thirty-five (35) working days from the development of the feature sets one and two | 115 |
| 8.11. Load, Vulnerability and Penetration, and User Acceptance Testing | ● Delivery of source and production code and/or subscription contracts to third-party tool providers.<br>● Deployment Script and Guide/ Documentation;<br>● Installation in Staging Environment;<br>● Load Scenarios, Scripts and Reports;<br>● User Test Scenarios, Test Scripts and Test Reports; and | Within ten (10) working days from the development of feature set three | 125 |

| Activities | Deliverables | Schedule | Days |
|---|---|---|---|
| | ● Vulnerability Assessment and Penetration Testing Report. | | |
| 8.12. Documentation and Training Materials | ● Training Modules;<br>● Video Tutorials;<br>● System Administration Documentation;<br>● End-User Documentation; and | Within five (5) working days from the conduct of Load, Vulnerability and Penetration, and User Acceptance Testing | 130 |
| 8.13. Deployment | ● Deployment in a production environment without high/critical/downtime cases for at least one (1) calendar week. | Within five (5) working days from the conduct of Training | 135 |
| 8.14. Project signoff | ● Service Level Agreement; and<br>● Project Sign-off Document. | Within five (5) working days from Deployment | 140 |

## 9. PAYMENT TERMS

| Activity / Milestone | % Progress | Days |
|---|---|---|
| 9.1. Project Kickoff and Planning | 10% of contract price net of 10% retention, upon submission of Acceptance (Verification) Report | 35 |
| 9.2. Business Requirements Analysis | | |
| 9.3. System Design | | |
| 9.4. Development of Feature Set One | 40% of contract price net of 10% retention, upon approval of CDA on the Partial Acceptance (Validation) Report | 80 |
| 9.5. Development of Feature Set Two | | |
| 9.6. Development of Feature Set Three | 30% of contract price net of 10% retention, upon approval of CDA on the Partial Acceptance (Validation) Report | 115 |
| 9.7. Load, Vulnerability Assessment and Penetration, and User Acceptance Testing | 20% of contract price net of 10% retention, upon approval of CDA on the User Acceptance Report and its issuance of a Certificate of Completion. | 25 |
| 9.8. Documentation and Training Materials | | |
| 9.9. Deployment | | |

| Activity / Milestone | % Progress | Days |
|---|---|---|
| 9.10. Project Sign-off | | |
| **TOTAL** | **100%** | **140** |

**10. WARRANTY, MAINTENANCE, AND SUPPORT**

10.1. The warranty period shall cover TWO (2) years and shall commence after the consummation of the contract (after Project Sign-Off);
10.2. The winning CONTRACTOR must provide maintenance and support services during the warranty period;
10.3. The winning CONTRACTOR must ensure a timely response to provide updates (e.g. security patches, OS and third-party tool updates) on components, design features, libraries or tools;
10.4. There must be an adequate and timely response to address bugs and system errors; and
10.5. Business Continuity Measures: The CONTRACTOR warrants that appropriate contingency measures shall be in place to ensure the continuity of the project in the event of personnel turnover, crisis situations, or changes in corporate ownership. The CONTRACTOR must ensure that any personnel replacements are competent and phased into the project without disrupting progress. Additionally, the CONTRACTOR shall guarantee that the project management team remains intact in the event of any changes in ownership or corporate structure.

**11. RESPONSIBILITIES OF THE CONTRACTOR**

11.1. The CONTRACTOR shall be expected to provide all services and goods specified in its Scope of Work outlined in this document;
11.2. The CONTRACTOR shall ensure the confidentiality of all communications with the Procuring Entity;
11.3. The CONTRACTOR shall recognize that the Procuring Entity exercises all intellectual property rights over all documents, diagrams, designs, wireframes, graphic assets, code, scripts, etc. that have been developed or written for this project engagement;
11.4. The CONTRACTOR shall endeavor to satisfy the deadlines set in these terms of reference. However, parameters for flexibility in delivery deadlines may be outlined in the Project Planning Report especially where approvals or actions by the Procuring Entity are necessary;
11.5. The CONTRACTOR shall ensure that all CONTRACTOR employees that may be assigned to the premises of the Procuring Entity are expected to obey the code of conduct, and other rules of the Procuring Entity;
11.6. Employees of the CONTRACTOR assigned to the project are not considered employees of the Procuring Entity. The CONTRACTOR must ensure provision of allowances, insurance, and other incentives to their employees as required by law;
11.7. The CONTRACTOR shall host the environments for development, testing, and production; and
11.8. The CONTRACTOR shall assign key personnel exclusively for the project.

**12. RESPONSIBILITIES OF THE PROCURING ENTITY**

12.1. The Procuring Entity shall be expected to ensure a timely response to steps or actions (reviews, approvals, permits to access to the premises for installation, etc.) needed by the CONTRACTOR to satisfy the delivery of services and goods;
12.2. The Procuring Entity shall provide adequate workspace and internet connectivity to employees of the CONTRACTOR that may be assigned to work on the premises of the Procuring Entity; and

12.3. The Procuring Entity shall provide the venue, projectors or monitors, and audio system and shall be in charge of choosing and inviting participants to attend training sessions to be conducted by the CONTRACTOR.

**13. CONFIDENTIALITY**

13.1. All project personnel of the CONTRACTOR shall be required to sign a nondisclosure agreement immediately at the start of the project;

13.2. All systems to which the project personnel of the CONTRACTOR shall be granted access to, its components, parts, specifications, data, ideas, technology, and technical and non-technical materials (collectively referred to here as "Proprietary Information") are confidential and proprietary to the Procuring Entity; and

13.3. The CONTRACTOR agrees to hold the Proprietary Information in strict confidence and further agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without the prior written approval of the Procuring Entity.

**14. PROJECT SOURCE OF FUND**

14.1. The Approved Budget for the Contract (ABC) is Twelve Million Pesos only (in figure: PHP12,000,000.00), inclusive of VAT will be chargeable against the CDA ICTD MOOE fund 2024.

**15. PRE-TERMINATION OF CONTRACT**

15.1. In case of pre-termination, the CONTRACTOR shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security; and

15.2. The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination.

**16. WARRANTIES OF THE CONTRACTOR**

16.1. Continuity of Personnel: The CONTRACTOR warrants that key project personnel, especially the lead and junior developers, will remain on the project throughout its lifecycle, including the warranty period. Should any personnel leave, the CONTRACTOR shall ensure that replacement personnel of equal competence are brought on board before the departure of existing personnel;

16.2. Crisis Management: The CONTRACTOR warrants that work environments, whether at the CONTRACTOR's office or the homes of core project personnel, are safeguarded against common calamities (e.g., typhoons, floods, fires). Should any calamity affect project personnel, the CONTRACTOR shall provide alternative facilities to ensure uninterrupted work;

16.3. Corporate Stability: The CONTRACTOR warrants that the current ownership structure shall remain stable during the project's duration. If any change in ownership is unavoidable, the CONTRACTOR shall ensure that the project management team remains intact and that the new owners commit to completing the project as a condition of the takeover. The CONTRACTOR shall provide advance notice to the CDA Project Management Team of any impending changes in its ownership structure, allowing the CDA Project Management Team to establish rapport with the new owners and reaffirm their commitment to the completion of the project;

16.4. The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR;

16.5. Should any changes to the processes, policies, amendment of applicable laws, or internet/browser technologies arise during the development stage that affect the terms of reference, the CONTRACTOR shall adhere to these changes. If major changes are required, appropriate adjustments to the period of completion and payment will be made;

16.6. The CONTRACTOR in the performance of its services shall secure, and maintain at its own expense all registration, licenses, or permits required by National or Local Laws and shall comply with the rules, regulations, and directives of Regulatory Authorities and Commissions; and

16.7. The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.

**17. DELIVERY PERIOD**

Upon the receipt of the Notice to Proceed (NTP), the delivery must be completed within 140 Working Days.

# Section VIII. Checklist of Technical and Financial Documents

# *COOPERATIVE DEVELOPMENT AUTHORITY*

# 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); P_____
**or**
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

☐ (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 form, which can be downloaded from GPPB.

**TOTAL AMOUNT OF BID: P_____**

*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.

# Section IX. Bidding Forms

# *COOPERATIVE DEVELOPMENT AUTHORITY*

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

Business Name: _____
Business Address:_____

| Name of Client/Contact Person/Contact Number/Contact Email Address | Date of the Contract | Title of the Contract/Name of the Project | Kinds of Goods | Total Amount of Contract | Value of Outstanding Contracts | Date of Delivery |
|---|---|---|---|---|---|---|
| Government | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Private | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total | | | | | | |

Submitted by : _____
(Printed Name and Signature)
Designation : _____

Date : _____

Instructions:

i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidded) prior to **November 27, 2024**.

ii. If there is no ongoing contract

iii. Including those awarded but not yet started as of the aforementioned period, state none or equivalent term.

iv. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

# *COOPERATIVE DEVELOPMENT AUTHORITY*

**Statement of Single Largest Completed Contract which is Similar in Nature**

Business Name: _____
Business Address: _____

| Name of Client/Contact Person/Contact Number/Contact Email Address | Date of the Contract | Title of the Contract/Name of the Project | Kinds of Goods | Amount of Contract | Date of Delivery/ Acceptance | End User's Acceptance or Official Receipt(s) Issued for the Contract |
|---|---|---|---|---|---|---|
| | | | | | | |

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

a. The SLCC should have been completed within One (1) year prior to the deadline of the submission and receipt of bids.

b. Similar contract shall refer to **INFORMATION AND COMMUNICATION TECHNOLOGY CONSULTANCY SERVICES**

c. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is similar to the Project, and whose value, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC to be bid.

d. Date of Acceptance shall mean the date when the items delivered have satisfactorily met the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during Post-qualification).

# *COOPERATIVE DEVELOPMENT AUTHORITY*

**Bid Securing Declaration**

**REPUBLIC OF THE PHILIPPINES )**
**CITY OF _____ ) S.S.**
**x----------x**

**BID-SECURING DECLARATION**
**Invitation to Bid/Request for Expression of Interest No.[1]:** *[Insert reference number]*

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

I/We[2], the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We Accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

   (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

   (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid[4], and I/we have furnished the performance security and signed the Contract.

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

***[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]***
***[Insert signatory's legal capacity]***

Affiant

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

# *COOPERATIVE DEVELOPMENT AUTHORITY*

**Omnibus Sworn Statement (Revised)**
***[shall be submitted with the Bid]***

---

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;
   b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
   c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
   d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

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

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

**BID FORM**

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

# *COOPERATIVE DEVELOPMENT AUTHORITY*

**Price Schedule for Goods Offered from Within the Philippines**

---

**For Goods Offered from Within the Philippines**

Name of Bidder _____ Project ID No._____ Page ___of___

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

Name: _____
Legal Capacity: _____
Signature: _____
Duly authorized to sign the Bid for and behalf of: _____

**Contract Agreement Form for the Procurement of Goods (Revised)**
***[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]***

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**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

   i. Philippine Bidding Documents (PBDs);
      i. Schedule of Requirements;
      ii. Technical Specifications;
      iii. General and Special Conditions of Contract; and
      iv. Supplemental or Bid Bulletins, if any

   ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

   Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

   iii. Performance Security;

   iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

   v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

| | |
|---|---|
| *[Insert Name and Signature]* | *[Insert Name and Signature]* |
| *[Insert Signatory's Legal Capacity]* | *[Insert Signatory's Legal Capacity]* |
| *for:* | *for:* |
| *[Insert Procuring Entity]* | *[Insert Name of Supplier]* |

**Acknowledgment**

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

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

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

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

    a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
        i. Procuring Entity has no claims filed against the contract awardee;
        ii. It has no claims for labor and materials filed against the contractor; and
        iii. Other terms of the contract; or

    b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

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

# Section X. CDA Guidelines on Electronic Submission of Bids

# *COOPERATIVE DEVELOPMENT AUTHORITY*

## GUIDELINES FOR THE ELECTRONIC SUBMISSION OF BIDS

## I. PRE-PROCUREMENT PROCESS

### A. ADVERTISEMENT/POSTING OF INVITATION TO BID

For Prospective Bidders or Suppliers:

For pending procurement activities, the Secretariat will prepare a Bid Bulletin for approval of the BAC and for issuance to the suppliers to inform them of the following:

1. Resumption of procurement activities through electronic means in accordance with GPPB Resolution No. 09-2020;

2. The requirement of pre-registration via Google Forms for those interested to join the CDA procurement activities such as the pre-bid conference and the submission of bids; and

3. Other relevant details such as the manner and procedure for pre-registration.

The Secretariat shall post the Bid Bulletin on the 1) PhilGEPS Website, 2) CDA Website and 3) CDA Bulletin board.

## II. NOTICES

For BAC members/Observers/End-users:

The BAC Secretariat shall send the notices to the BAC Members and end-user representative thru official e-mail of the Secretariat (bacsecretariat@cda.gov.ph). The Secretariat shall send Notice to Observers via the official e-mail of the Secretariat at least five (5) calendar days before the date of the scheduled procurement activity in accordance with Section 13.3 Rule V of the IRR of RA 9184.

## III. PROCEDURE IN THE PRE-REGISTRATION OF SUPPLIERS:

A. Interested suppliers must register through ***Google Forms*** at least three (3) calendar days before the date of the pre-bid conference by disclosing the following information:

1) Name of the Company;
2) E-mail address;
3) Title and contract number of the procurement project;
4) Name of owner/ representative;[1]
5) PhilGEPs registered office/company address;

[1] The company representative must submit a scanned copy of SPA or Secretary's Certificate

6) Landline and mobile number; and
7) Authority to represent the company (special power of attorney [SPA] or secretary's certificate)

B. Once registration is complete and filled out, the Secretariat will send an acknowledgement of receipt and an invitation to join the ***Google Meet*** or any available video conferencing platform on the email address provided by the prospective bidder indicating the date and time of the pre-bid conference. The pre-registration is required for the Secretariat to monitor the persons allowed to enter in the video teleconference and for records purposes.

Only those suppliers duly registered shall be allowed to attend. In case there will be more than one (1) representative for each prospective bidder, each representative shall fill out the pre-registration form.

C. The Secretariat shall also provide the Bidder's kit to the prospective bidders to inform them of the house rules to be observed and the step-by-step process during the online bidding.

**IV. PRE-BID CONFERENCE PROPER:**

A. The BAC, with the assistance of the Secretariat, shall conduct the pre- bid conference through video conferencing using ***Google Meet*** or any available video conferencing platform;

B. The Secretariat will be the sole administrator in ***Google Meet*** or any available video conferencing platform. Only registered suppliers will be allowed entry in the virtual pre-bid conference and in the subsequent bidding activities. The video conference via ***Google Meet*** or any available video conferencing platform will be recorded and minutes of the meeting will also be prepared.

C. Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental/Bid Bulletin posted at least seven (7) calendar days before the bid opening and e- mailed to all suppliers who registered for the pre-bid conference. **(Section 22.4 of the RIRR of 2016)**

**V. PROCEDURE FOR THE DEADLINE FOR SUBMISSION OF BIDS, OPENING AND EVALUATION OF BIDS:**

1) All prospective bidders are enjoined to submit the financial and eligibility requirements in password protected PDF files via the Secretariat's official email address. The bidder will send in single email two (2) compressed folders ( in .ZIP file format) which shall both be password protected. One zip folder shall contain the original copy of the **Legal and Technical Requirements** in a password protected PDF file. Both ZIP folder and PDF file shall be assigned the file name "**CDA Bidding No.____; (Name of Bidder); Legal and Technical Documents".** The second zip folder shall contain the scanned original copy of the **Financial Requirements** in password protected PDF. Both

ZIP folder and PDF file shall be assigned the file name "**CDA Bidding No.____; (Name of Bidder); Financial Documents".** The four (4) passwords shall be unique for both folders and files, respectively. The Bidder may seek technical assistance from the BAC secretariat/Administrator for details.

2) Upon receipt of the email containing the two (2) compressed folders, the BAC Secretariat shall send an email of acknowledgement receipt and shall generate a Bid receipt page/document which can be saved or printed by the bidder, as proof of the official time of receipt of bids. Late Bids shall not be accepted and shall no longer be included in the opening of bids.

3) The Secretariat shall download the files in a CDA issued computer/laptop device so that the audit trail shall be preserved. The BAC shall designate the official representative of the Secretariat (as administrator) and an alternate representative coming from the MIS to access the said password protected files for safekeeping and record purposes.

4) Should a prospective bidder choose to modify the submitted bid, the following rules shall apply:

> "Bidders shall send another Bid equally secured, properly identified, and labelled as a **"modification"** of the one previously submitted. The time indicated in the latest Bid receipt page generated shall be the official time of submission. Bids submitted after the deadline shall not be accepted." **(GPPB Resolution 09-2020)**
>
> **Section 26, R.A 9184 (Revised):**
>
> "For online or electronic bid submission, where a bidder modifies its Bid, it **shall not be allowed to retrieve its original Bid,** but shall only be allowed to **send another Bid equally secured and properly identified. (GPPB Resolution 09-2020)**
>
> In the case of electronic submission, to be labelled as a **"modification,**" of the one previously submitted. The time indicated in **the latest Bid receipt page generated shall be the official time of submission**. Bids submitted after the deadline shall not be accepted."
>
> [Boldfont supplied.]

5) In case of modification of bids, the bidder shall use the following file names for the folders and files:

A. "**CDA Bidding No.____; (Name of Bidder); Legal and Technical Documents – Modification"**

B. "**CDA Bidding No.____; (Name of Bidder); Financial Documents- Modification"**

The Secretariat shall record the last document submitted by the prospective bidder as the official document for the opening of bids, provided it is submitted on or before the deadline.

## VI. BID OPENING PROCESS:

The BAC, with the assistance of the Secretariat and Technical Working Group ("TWG"), shall conduct the bid opening via ***Google Meet*** or any available video conferencing platform. Bidders are encouraged to attend the bid opening online. The passwords for the folders and the files shall be disclosed by the bidders only during the bid opening.

For bidders who are present, the Secretariat will ask the bidder in the chat box of ***Google Meet*** or any available video conferencing platform, video conferencing room for the corresponding password during the bid opening itself. The official representative of the bidder shall respond promptly in the same chat box with the passwords when prompted.

If a bidder is unable to attend the bid opening and his bid is about to be opened, the Secretariat will ask for the passwords via text message to the official representative of the bidder who shall respond promptly with the password. Bidders are given a minimum of five (5) minutes to provide the password. If the bidder fails to do so, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password and the BAC shall give the bidder at least another five (5) minutes to respond. If the bidder does not respond within the allotted time, his bid shall no longer be considered.

The bidder shall first disclose the password for the first password- protected compressed folder containing the eligibility documents and the Secretariat shall extract the eligibility documents therein. The Secretariat shall upload the said extracted file to Google Drive and share by email an online link to such file to all BAC, Secretariat, TWG Members and invited Observers. After sharing such a link, the Secretariat shall ask the bidder for the password to the eligibility documents in the same procedure described above.

If the bidder is considered **passed** on his eligibility requirements, together with any other bidders who are considered passed on their eligibility requirements, his second password-protected compressed folder containing his financial documents and the files contained therein shall be opened and shared in the same manner as the passwords of the eligibility documents as described above. In no case shall a bidder disclose the passwords for his financial folder and files prior to being declared eligible based on the evaluation of his eligibility documents.

The bidders are given only three attempts to disclose their password per compressed folder and PDF file to open the documents. Should the bidder fail to provide the correct password after the third attempt, their bid shall no longer be considered. The Secretariat shall take and print a screenshot of such inquiries and responses to form part of the records and all incidents should be recorded in the minutes.

## VII. BID EVALUATION:

1. Only eligible bids shall be evaluated.

2. Section 6 of GPPB Resolution No. 09-2020, In consideration of the limited access to financial institutions, regulatory and other offices, as well as the implementation of government restrictions on transport and travel, the following alternate documentary requirements shall be acceptable for procurement activities:

    2.1 Unnotarized Bid Securing Declaration;

    2.2 Expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of Business or Mayor's permit after award of contract but before payment;

    2.3 Unnotarized Omnibus Sworn Statement subject to compliance therewith after award of contract but before payment; and

    2.4 Performance Securing Declaration (PSD) in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:

        2.4.1. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract. A copy of the PSD form is attached hereto as Annex "A";

        2.4.2. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and

        2.4.3. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.

        2.4.4. The BAC shall determine or validate the existence of the State of Calamity, or implementation of community quarantine or similar restrictions and may require the submission of documentary proof for this purpose."

3. The BAC Secretariat shall record the proceedings and prepare the minutes of the meeting in the conduct of the opening and evaluation of bids.

**VIII. POST-QUALIFICATION:**

1. The Technical Working Group (TWG) shall conduct post-qualification measures based on the documents submitted by the bidders. Only those with complete

and sufficient requirements shall be considered for purposes of awarding the contract.

The TWG, as it may deem necessary, requires the manual submission of the documents submitted by the bidders for proper identification and evaluation.

# *COOPERATIVE DEVELOPMENT AUTHORITY*

# ANNEX "A"

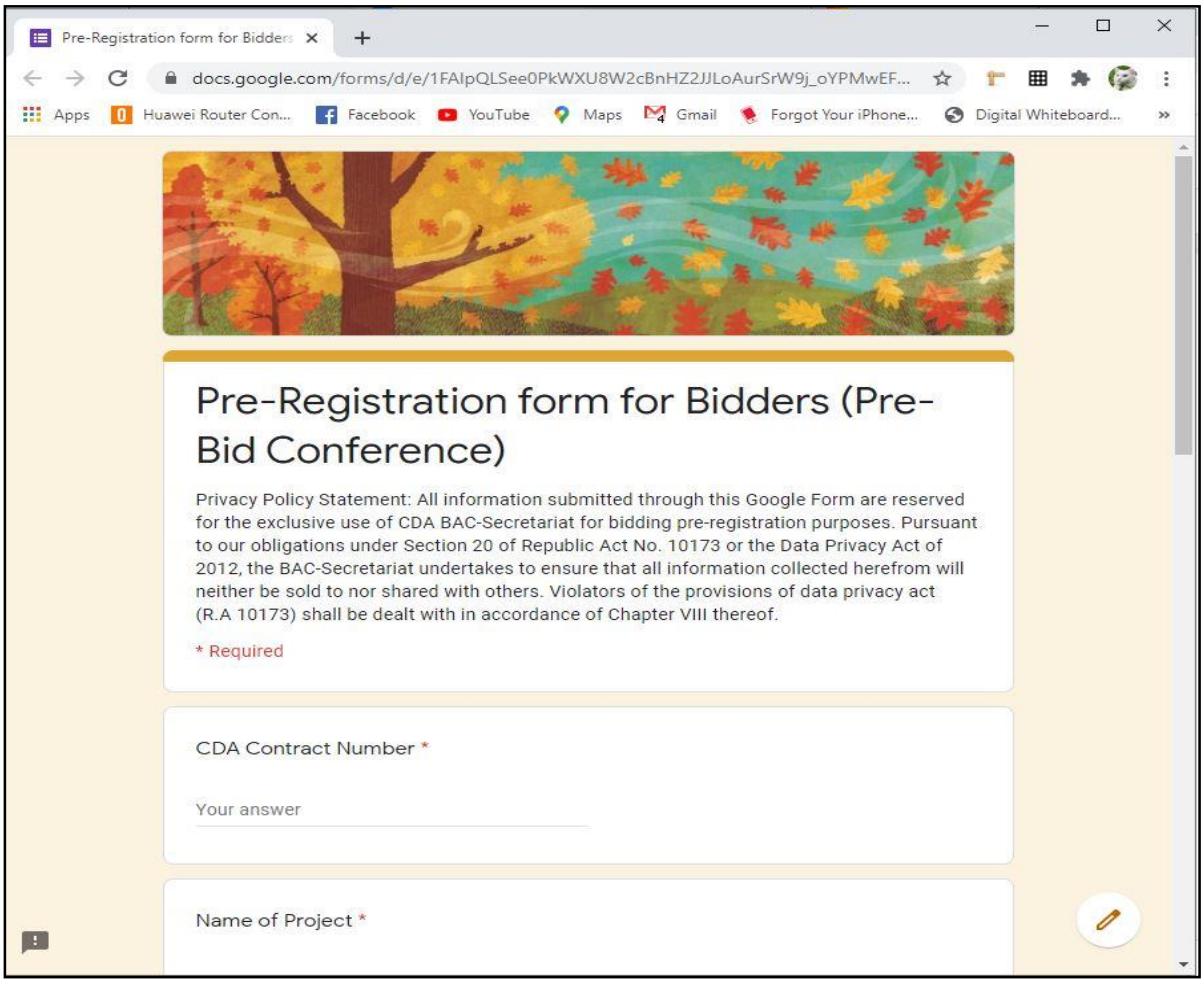
## BIDDER'S KIT FOR CDA PROCUREMENT GUIDELINES IN ADOPTING ELECTRONIC SUBMISSION OF BIDS

**(GPPB Resolution no. 09-2020)**

## I. Pre-Bid Conference

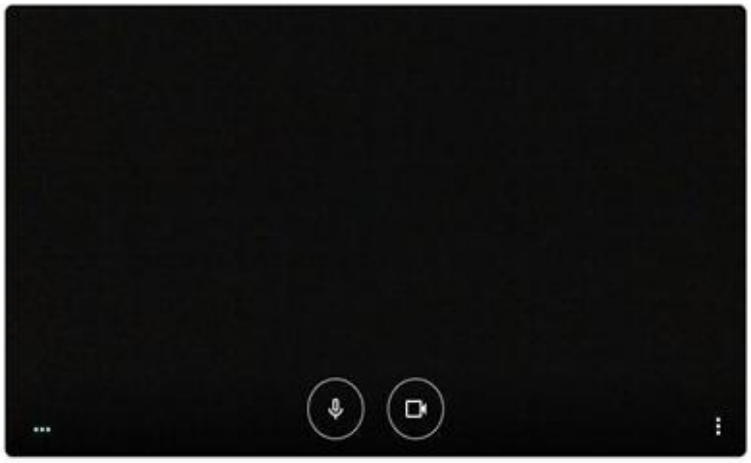
**Step 1:** Register by completing the information required in the Google forms which can be accessed here: (stated in the IB of Bid Documents)

Once completed, submit the form to the Secretariat and wait for an acknowledgement by e-mail. Upon receipt of your response, the CDA BAC Secretariat will be sending you another link via email to access the virtual meeting on the prescribed date.



**Step 2:** Join the scheduled Pre-Bid Conference by clicking the link provided by the Secretariat through e-mail <bacsecretariat@cda.gov.ph> to enter the Google Meet by following/clicking the meeting code and click “Join Now”.

Please make sure that you allow access to the microphone and the camera.



**Step 3:** Kindly wait for the Secretariat to confirm your entry in the Google Meet to participate in the pre-bid conference.

**Step 4:** See file attached as "Annex A" for the House Rules to be observed during the conduct of procurement activities.

## II. Submission of Bids

**Step 1:** Scan the original copy of the **Legal and Technical Requirements** and save as a PDF assigned with the file name “**CDA Bidding No.____; (Name of Bidder); Legal and Technical Documents”**. Place/set a password on the PDF file. Save the password-protected PDF file to a ZIP file. Place/set another password on the ZIP file.

**Step 2:** Scan the original copy of the **Financial Requirements** and save as a PDF assigned with the file name “**CDA Bidding No.____; (Name of Bidder); Financial Documents”**. Place/set a password on the PDF file. Save the password-protected PDF file to a ZIP file. Place/set another password on the ZIP file.

**Important:** Passwords shall bear a unique combination for each file and folder. Same passwords for all files are not allowed. Thus, there shall be **four (4) sets of passwords with unique combinations.** For details on how to save files in PDF format and to place passwords please see file attached as “Annex B”.

**Step 3:** Submit your bids via e-mail to (bacsecretariat@cda.gov.ph) on or before the deadline for bid submission.

**Step 4:** After submission, wait for the acknowledgement by the BAC Secretariat of the a) receipt of the compressed file (ZIP file) containing the bids b) proof of the date and time of receipt of the bid to ensure submission prior to the deadline and c) the invitation with the access link to the video conference of the bid opening with date and time thereof.

**Important**: In case of any modification of bids, the original bid submitted shall not be retrieved but a modified bid shall be submitted to the Secretariat provided that it is equally secured by passwords, properly identified and submitted on or before the deadline. The bidder shall use the following file names for the folders and files:

A. "**CDA Bidding No.____; (Name of Bidder); Legal and Technical Documents – Modification"**
B. "**CDA Bidding No.____; (Name of Bidder); Financial Documents – Modification"**

**Important: LATE Bids** or those bids submitted after the deadline will **NOT** be considered in the bid opening.

## III. Opening and Evaluation of Bids

**Step 1:** Fill-out the Registration Form for the Opening of Bids Url (stated in the IB of Bid Documents). Upon receipt of your response, the CDA BAC Secretariat will be sending you another link via email <bacsecretariat@cda.gov.ph> to access the virtual meeting on the prescribed date. Open e-mail and access the link provided by the Secretariat to enter the Google Meet by following/clicking the meeting code**.** Make sure that you allow access to the microphone and the camera. Wait for confirmation from the Secretariat to enter the meeting room.

**Step 2:** When prompted, disclose in the chat box the password to the first password protected ZIP folder. Wait for the Secretariat to upload the extracted file to Google drive. Afterwards, the Secretariat will prompt you to disclose the password for the PDF document containing the Legal and Technical requirements. If you are present, the Secretariat will ask in the chat box of the Google Meet video conferencing room for the corresponding passwords during the bid opening itself.

If you are not present in the online meeting in Google Meet, the Secretariat will send you an inquiry for such passwords via text message to your registered mobile number. You are given a minimum of five (5) minutes to respond. Should you not respond with the password when prompted, the

BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password and you are given another five (5) minutes to respond. Should you fail to respond within the allotted time, your submitted bid will longer be considered.

**Under no circumstances shall the Bidder be allowed to disclose such passwords BEFORE the scheduled bid opening.**

**Step 3:** Should the Legal and Technical requirements be declared as **"PASSED"**, you will be prompted to disclose the password for the second password protected ZIP folder, and subsequently the password for the PDF document containing the financial requirements in the same manner as the passwords of the eligibility documents as described above. You must respond promptly.

**Under no circumstances shall the Bidder be allowed to disclose such passwords prior to being declared eligible based on the evaluation of his eligibility documents.**

**Important:** Only **three attempts** are given to disclose your password per ZIP folder and PDF file to open the documents. Should you fail to provide the correct password after the third attempt, the submitted bids shall **NOT** be accepted during the bid opening.

* For inquiries and other concerns, you may reach the BAC Secretariat through this email address: **bacsecretariat@cda.gov.ph** or telephone number 8-7238306 / 0919-9116304.

Stay safe and warm regards!

**CDA BAC Secretariat**

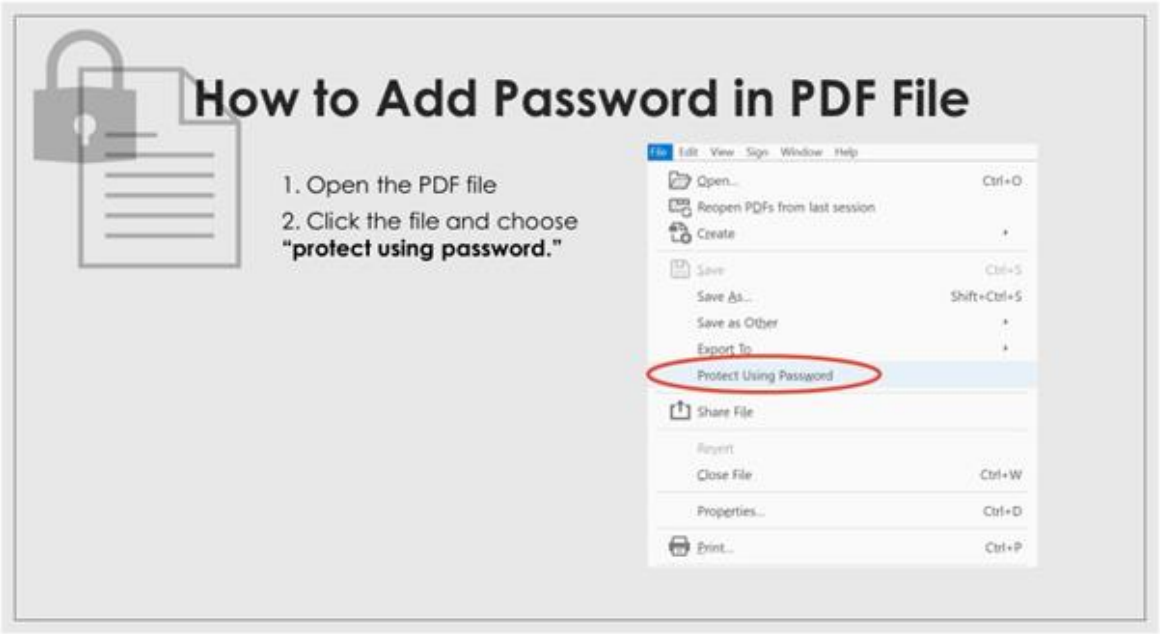
# ANNEX "B"

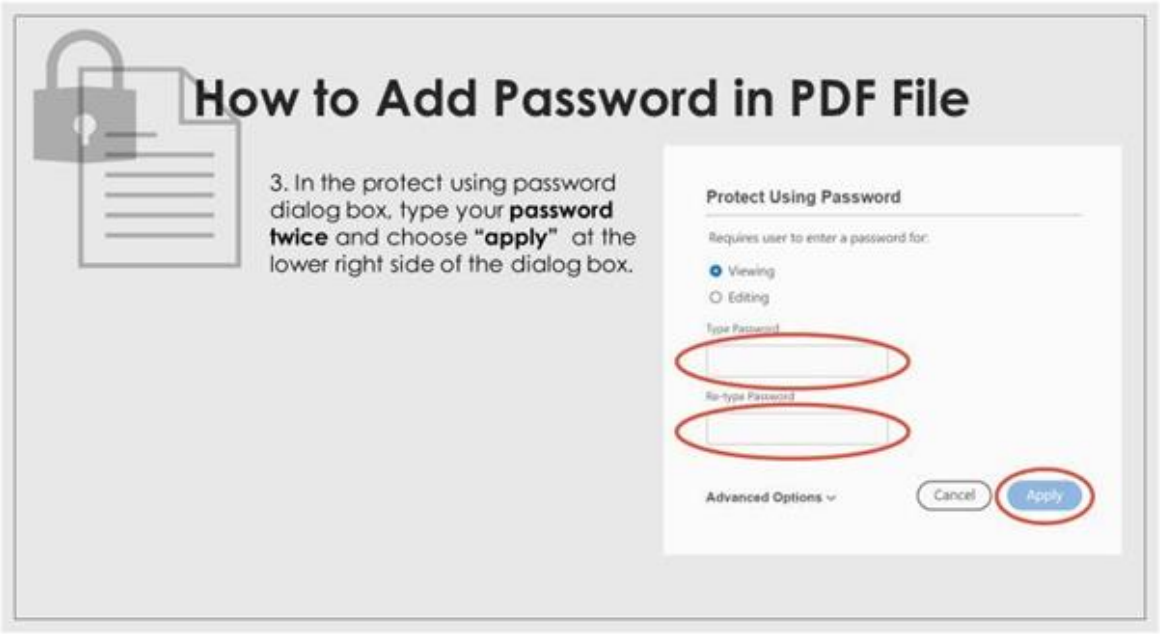
## Basic House Rules to be observed during BAC Meetings

1. Kindly place your microphone on mute when not speaking.
2. Please raise your hand, and wait to be recognized before you speak (remember to toggle off mute).
3. Turn on video for confirmation of your identity.
4. Meetings will start on time. You are advised to enter the virtual room 30 minutes to resolve technical issues, if any.

# ANNEX "C"

## SECURING YOUR FILE

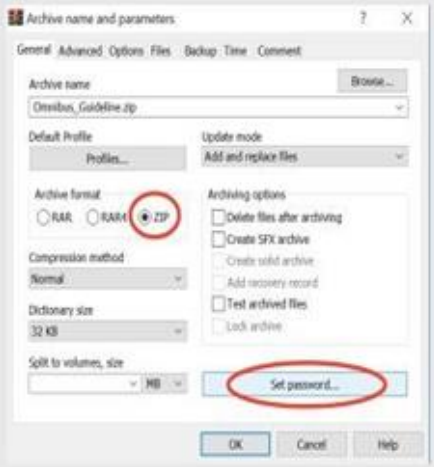



How to Add Password in PDF File
3. In the protect using password dialog box, type your password twice and choose "apply" at the lower right side of the dialog box.
Protect Using Password
Requires user to enter a password for:
Viewing
Editing
Type Password:
Re-type Password:
Advanced Options
Cancel
Apply

How to Add Password in ZIP File
1. Right click the file.
2. Choose "add to archive."
Open with Adobe Acrobat DC
Print
Edit with Adobe Acrobat
Combine files in Acrobat...
Share using Adobe Acrobat
Share
Open with
Give access to
Scan for threats...
Add to archive...
Compress and email...
Compress to "Omnibus_Guideline.rar" and email
Restore previous versions
Send to
Cut
Copy
Create shortcut

## How to Add Password in ZIP File

3. In the Archive name and parameters dialog box, choose **"radio button ZIP"** and click **"set password."**




## How to Add Password in ZIP File

4. Type your **password** and choose **ok**.

How to Add Password in ZIP File
Name
Date modified
Type
Size
Test.pdf
07/06/2020 3:39 PM
Adobe Acrobat Docu...
1,615 KB
Test.zip
07/06/2020 9:30 PM
WinRAR ZIP archive
1,612 KB

SECURING YOUR FILE (MAC)

How to Add Password in PDF File
1. Open the PDF file using Preview
2. Click file and choose
"Export as PDF"
File Edit View Go Tools Window
Open...
Open Recent
Close Window
Close Selected PDF Document
Save
Duplicate
Rename...
Move To...
Export as PDF...
Import from Scanner
Take Screen Shot
Print...

How to Add Password in PDF File
3. Click "Show Details"
4. Click "Encrypt" enter
password in the dialog box
and click "Save"

How to Add Password in ZIP File
1. Open "WinZip"
2. Click the "Checkbox" beside "Encrypt"
Files
Untitled.zip
Actions
Empty Zip File

How to Add Password in ZIP File
3. Click the "+ sign" and select "from this Mac"
Files
Actions
Empty Zip File

How to Add Password in ZIP File
4. Select the file and enter the "password" in the dialog box and click "Zip"
Files
Recents
All My Files
iCloud Drive
Applications
Documents
Downloads
Movies
Google Drive
Desktop
ZIP
Untitled.zip
Encrypt
Password:
Verify:
Show Password
Filter: Default Filter (*.*)

How to Add Password in ZIP File
5. Click "Save as" and select "to this Mac"
Files
Untitled.zip
Actions
Convert & Protect Files
Encrypt
Resize photos
Watermark
Save or Share Zip
Email

How to Add Password in ZIP File
6. Choose where to save file and click "Save"

How to Add Password in ZIP File
Name
Date modified
Type
Size
Test.pdf
07/06/2020 3:39 PM
Adobe Acrobat Docu...
1,615 KB
Test.zip
07/06/2020 9:30 PM
WinRAR ZIP archive
1,612 KB

Republic of the Philippines
gppb
Government Procurement Policy Board