REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRADE AND INDUSTRY
Bids and Awards Committee
(Bid Reference No. 20-030)

Request for Proposal for Negotiated Procurement
Consulting Service for the Support and Maintenance of the Business Name
Registration System Next Generation (BNRSNext GEN)

1. In view of the two (2) failed public biddings, the Department of Trade and Industry (DTI) Bids and Awards Committee (BAC) invites interested bidders to submit proposal in the negotiation for the **Consulting Service for the Support and Maintenance of the Business Name Registration System Next Generation (BNRS NextGEN)** with an Approved Budget for the Contract (ABC) of **Twelve Million Pesos (PhP 12,000,000.00)** in accordance with Section 53.1 of the Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act."

   For more details on this project, please refer to attached Terms of Reference (Annex A).

2. Negotiated Conference will be on **04 December 2020, 9:30 AM** through video conferencing, which shall be open to all prospective bidders. To register, please email the BAC Secretariat @ **BACSecretariat@dti.gov.ph** so we can send the link for the video conference.

3. The Eligibility documents, Technical Proposal Forms (Annex B) and Financial Proposal Form (Annex C) shall be submitted in a separate envelope on or before **11 December 2020, 9:00 AM** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. The Zoom Meeting Details are:

   https://zoom.us/j/97308167039?pwd=VWMzbnl3SHduQ01zajFDTW1CNWJWZz09

   Meeting ID: 973 0816 7039
   Passcode: 475533

4. Opening of the eligibility documents and technical proposal will be on **11 December 2020, 9:30 AM** and the opening of the financial proposal will be on **15 December 2020, 9:30 AM** at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City.

   The Zoom Meeting Details for 15 December 2020:
   https://zoom.us/j/95383605512?pwd=NDNrdUdWcGJBdEs4c053dVJiWVJPQT09

   Meeting ID: 953 8360 5512
   Passcode: 219773

5. The bidders may submit their bids in any of the following form:
   5.1.   Physical submission of the documents on the address stated below; or
   5.2.   Electronic submission of bids with the following guidelines:
   5.2.1. The Bidder shall submit three (3) set of files of the same documents in PDF format, NOT EDITABLE, with different individual password before the set deadline. The Encryption Key and Password shall be submitted during

the opening of the bids of the concerned bidder.

    5.2.2. The Bidder shall have the full responsibility on securing the files submitted are not corrupted. The DTI-BAC shall have three (3) attempts to open the submitted files.

- If the first file was successfully opened, the two (2) remaining files shall be disregarded.
- If the first file was corrupted, the DTI-BAC shall open the second file. If the second file was successfully opened, the first and third file shall be disregarded.
- If the first and second file were corrupted, the third file shall be opened.

6. If the third file was corrupted, the bidder shall be automatically disqualified.

7. The DTI reserves the right to accept or reject any offer, to annul the negotiation process, and to reject all offers at any time prior to contract award, without thereby incurring any liability to affected firms.

8. For further information, please refer to:

Mary Ann D. Yulas
Assistant Chief, Procurement Management Division
Human Resource and Administrative Service
Department of Trade and Industry
G/F, Trade and Industry Building
361 Sen. Gil Puyat Avenue, Makati City
Tel. No: +63 (2) 7791-3363/3367, Fax No: +63 (2) 895-3515
Email: **MaryAnnYulas@dti.gov.ph**
Website: **www.dti.gov.ph**

You may visit the following websites:

For downloading of Bidding Documents:
https://notices.philgeps.gov.ph/
https://www.dti.gov.ph/good-governance-program/transparency-seal/bac-resources/

For online bid submission: BACSecretariat@dti.gov.ph

<div align="right">
SGD.
MARY JEAN T. PACHECO
Assistant Secretary
Chairperson
DTI-Bids and Awards Committee
</div>

List of Eligibility Documents

(a)   Class "A" Documents –

Legal Documents

(i)   PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 24.1 of the IRR, provided, that the winning Consultant shall register with PhilGEPS in accordance with Section 37.1.4 of the IRR;

Technical Documents

(ii)   Statement of the prospective bidder of all its ongoing and completed 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, within five (5) years. The statement shall include, for each contract, the following:

(ii.1) the name and location of the contract;

(ii.2) date of award of the contract;

(ii.3) type and brief description of consulting services;

(ii.4) consultant's role (whether main consultant, subconsultant, or partner in a JV)

(ii.5) amount of contract;

(ii.6) contract duration; and

(ii.7) certificate of satisfactory completion or equivalent document issued by the client, in the case of a completed contract;

(iii)   Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their respective curriculum vitae.

(b)   Class "B" Document –

If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 24.1(b) of the IRR of RA 9184.

Annex A

Terms of Reference

BACKGROUND/RATIONALE

To regulate the use in business transactions of names other than true names, Act 3883, otherwise known as the Business Name (BN) Law was issued on November 14, 1931, wherein a person intending to engage in business is required to initially register a name, other than its true name with then Director of Commerce (now the Department of Trade and Industry) before such name is used in any business transactions. Thereafter, the BN registration has been the primary frontline service of DTI catering to sole proprietorships who are MSMEs that account for 99.52% (998,342) of the total establishments in the Philippines in 2018[1].

To further streamline and simplify the BN registration process, Department Administrative Order (DAO) 18-07 on the Revised Implementing Rules and Regulations of 2018 of Act 3883 was issued last 13 August 2018. Reforms to make BN registration easier and more convenient were introduced. Likewise, the BNRS Next Gen was developed allowing the end-to-end online registration of BNs. Sole proprietors may submit applications for BN registration (new and renewal), pay the registration fee and download their certificate of BN registration through the BNRS Next Gen anytime, anywhere using their mobile devices connected to the internet.

This initiative is in compliance with Republic Act (RA) No. 11032 or the Ease of Doing Business and Efficient Government Service Delivery Act of 2018. Section 9(e) of RA 11032 provides that all government offices and agencies shall develop electronic versions of licenses, clearances, permits, certifications or authorizations with the same level of authority as that of the signed hard copy, which may be printed by the applicants or requesting parties in the convenience of their offices.

With the new system in place, there is a need to ensure provision of end-user support and maintenance service for the said system through a third-party Technology Provider with the industry expertise.

PROJECT OBJECTIVES

- To provide technical infrastructure and application support and services to ensure reliability, security, integrity and relevance of the BNRSNextGen;
- To provide day to day issue resolution and technical support for the daily operation of the BNRSNextGen.

SCOPE OF WORK/DELIVERABLES

A. Support Coverage

The Technology Provider shall provide the following services:

1. **Level 1 – Phone Support**: client may contact the Technology Provider Helpdesk via dedicated telephone lines (hotlines) to raise incidents (issues/concerns) pertaining to

the system. The Helpdesk shall conduct initial troubleshooting and information gathering in relation to the reported incident. Incidents may be escalated to the appropriate level 2 and 3 support groups at the discretion of the Helpdesk.

This phone support shall be made available on a 10X7 basis, 8:00 AM to 6:00 PM, Sunday thru Saturday including Regular and Public Holidays.

2. **Level 1 – Email Support**: client may also report related incidents to the Technology Provider Helpdesk Software or via email thru the assigned email address.

Response to online/emailed incident reports shall be primarily on a daily basis, 8:00 AM to 6:00 PM, Sunday thru Saturday including Regular and Public Holidays. This shall however be subject to Service Level Agreement (SLA) response times depending on the severity of the incident. Refer to Annex A – Service Level Agreement – Severity and Response Times.

3. **Level 2 – Remote Hands Support**: Incidents that cannot be resolved over Level 1 Support (phone and email) shall be escalated to Level 2, Remote Hands Support whereby Technology Provider Level 2 support engineers shall connect and perform investigation and troubleshooting procedures pertaining to the incident, via a secured remote connection (e.g. VPN) to the system.

Such remote support services shall be primarily on a 10X7 basis, 8:00 AM to 6:00 PM, Sunday thru Saturday including Regular and Public Holidays. This shall however be subject to SLA response times depending on the severity of the incident. Refer to Annex A – Service Level Agreement – Severity and Response Times.

4. **Level 3 – On-Site Support**: Incidents that cannot be resolved over level 1 support and remote hands shall be escalated to Level 3 On-site Support. For on-site support, Technology Provider shall deploy an able support engineer to perform troubleshooting procedures at the DTI Head Office (concerned offices maybe BNRD, FS, HRAS or COA Field Office).

On-site support shall be primarily on a 9X5 basis, 9:00 AM to 6:00 PM, Monday thru Friday including Regular and Public Holidays when required. This shall however be subject to SLA response times depending on the severity of the incident. Refer to Annex A – Service Level Agreement – Severity and Response Times.

5. **Level 4 – Application (Development) Support:** Application Development Support covers resolution of incidents that can be achieved only through changes or enhancements in software code. These changes shall be deployed to the affected AWS service in the form of patches or installers.

Issues reported to Technology Provider that are found to be beyond the agreed scope shall be escalated to the appropriate teams (i.e. network connectivity). In the event that measures and corrections attempted by the Technology Provider support teams are unable to resolve certain incidents that can only be addressed by a Level 3 support team of a non-Technology Provider-supplied software or hardware, these cases shall be escalated to the appropriate Level 4 support by Technology Provider, in coordination with the DTI.

B. Maintenance Coverage

The Technology Provider shall also provide preventive maintenance services covering:

- **Site Environment Surveys** – inspection of the state and condition of the entire ICT infrastructure server, its peripherals and physical connections (currently utilizing **AWS IaS, PaaS and SaaS**) to ensure these are in working condition and shall be so within a reasonable period. This shall be performed once a quarter or when necessary and the corresponding report submitted to the ISMS.

- **AWS Services Management** – monitoring of the AWS services and other required software components being used by the BNRSNextGen (e.g. EC2, ECS, Lambda Function, AWS Step Functions, etc.) such as patches, upgrades, including security vulnerability updates. Upon the release of such patches from the AWS or from the OS manufacturer, the same shall be installed and implemented by the Technology Provider systems engineer. Schedule and other arrangements shall be coordinated with the Client. This shall be performed on an as needed basis, or immediately depending on criticality of the patch (based on the business need i.e. security standards, and effect on performance).

- **Capacity Analysis** – conduct evaluation of the BNRSNextGen infrastructure's capacity in terms of storage, memory, IOPS, CPU utilization, and network performance. Recommendations (if any) shall be immediately reported to the DTI. This shall be performed quarterly or when deemed necessary.

- **AWS Infrastructure Preventive Maintenance** – maintenance covering checking of alerts, cleaning and/or resource upgrades of the AWS service or components. This shall be performed once a quarter or when deemed necessary as a result or recommendation from Site Environment Surveys conducted. Issues will then be coordinated by the Technology Provider or DTI thru the ISMS to AWS for resolution.

- **System Performance Review** – testing, investigation and analysis of system performance in terms of application response time, accuracy and other performance measures. Decline in the speed of processing may require Capacity Analysis, or software optimization updates. This activity shall be performed quarterly or when deemed necessary as a result or recommendation from the Capacity Analysis.

- **Knowledge Transfer (Technology Update)** – orientation/trainings of concerned DTI personnel on the different AWS services and applications being used by the BNRSNextGen.

The activities above shall be scheduled and performed strictly within operational hours, 9:00 AM to 6:00 PM, Monday thru Friday including Regular and Public Holidays.

Issues that require the attention of the DTI, most especially on cases beyond the control and responsibility of Technology Provider, shall be reported by the Technology Provider system maintenance teams to the appropriate DTI personnel immediately.

PROJECT TIMEFRAME (SUPPORT AND MAINTENANCE PERIOD)

Technology Provider shall also provide the above support and maintenance services for a period of six (12) months from July 2020 - June 2021.

This engagement shall be subject to renewal agreement, on or before the end of June 2021.

QUALIFICATIONS

The Technology Provider engaged for this project must be a reputable ICT company with at least five (5) years of experience in technical consultancy, supply, design and installation of ICT systems and managing AWS services. Preferably with systems development experience using AWS Development Platform (see figure below).
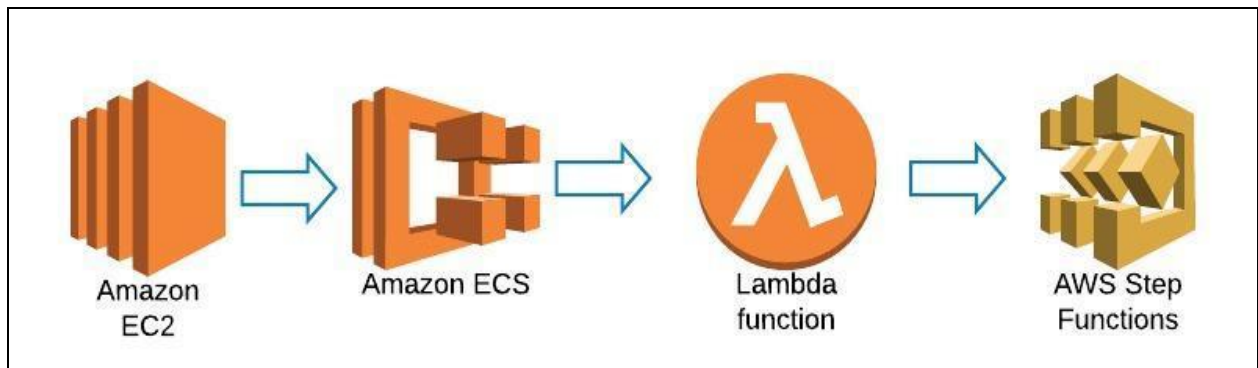
EC2 – Applications are installed and configured in an operating system in a remote virtual machine (EC2)

ECS – A group of EC2 machines with server software are grouped together. Configuration and Deployment made easier

Lambda – AWS Serverless service for application codes

Step Function – coordinates multiple lambda functions into flexible workflows.

The minimum required experience of proposed professional staff is as follows:

Team Leader	**Responsibilities:**
	• Manages the team and monitors the different AWS services being utilized; • Coordinates the deployment of all components, services and codes of the IREGIS.
	Skills: Advance programming skills in the following: • PHP, JavaScript, NodeJS, HTML, CSS; • NoSQLDB, REST API, JSON, GIT, Oracle 11g; • AWS Services (*Server-less Architectural Framework*).
	Education: • At least a Graduate of Information Technology, Information Science or Computer Engineering.
	Trainings: • Amazon Web Services related; • Project Management and other ICT Related matters;
	Professional Work Experience: • Must have at least four (4) years of documented professional experience on Information System development; • Should have a minimum of two (2) years' experience in using AWS Cloud services; • Should have a minimum of two (2) years' experience as a quality manager / project manager;
Quality of Team Members	**Responsibilities:** • Develop web pages, (transitions, design, components and logic); • Develop the mobile applications (transitions, design, components and logic). • Develops the backend logic of the application.
	Skills: Basic programming skills in the following: • PHP, JavaScript, NodeJS, HTML, CSS • NoSQLDB, REST API, JSON, Android, Oracle 11g • AWS Services, GIT
	Education: • Graduate of Information Technology, Information Science or Computer Engineering.
	Trainings: • Information Systems Development;
	Professional Work Experience: • Work experience in information systems development. • Work experience in using AWS resources; • Working experience in providing application / database / security is optional;

SELECTION CRITERIA

The Consulting Firm shall be selected using the Quality-Cost Based Selection/Evaluation procedure as prescribed under Section 24.5.3 of the Revised IRR of RA No. 9184, and using the following weights:

Selection Criteria	Weight
Technical Proposal (Cut-off Score – 80%): − Applicable Experience as Software Developer (25%); − Quality of Team Lead (25%); − Quality of Team Members (25%); − Methodology (25%)	80%
Financial Proposal:	20%
Total	100%

IMPLEMENTATION ARRAGEMENTS

A. Support and Maintenance Venue

The support and maintenance service shall be provided for

- BNRS currently deployed in an **AWS Platform**;
- DTI ROs, POs and Negosyo Centers;
- DTI Head Offices – Business Name Registration Division (BNRD), FS (Financial Services) and COA (Commission of Audit) Field Office.

B. Contact Persons and Support Organization

The Technology Provider shall provide DTI with an organizational chart showing the staff connected to the maintenance and support service. Technology Provider will immediately notify the DTI of any changes in the organization in writing.

Technology Provider shall always have adequately qualified personnel regarding the daily operations and maintenance in their own organization in order to secure that any support assistance needed by clients is handled efficiently.

The DTI shall also provide Technology Provider with its support organization, and personnel with whom Technology Provider support and maintenance teams shall coordinate with for incident reporting and escalation especially for issues within the control and responsibility of DTI.

C. Error Reporting and Handling

The communication of Incident will either be by phone or by e-mail, regardless of the nature of the Incident any the time of day. Technology Provider shall provide DTI with a Procedures Manual consisting of contact information, description of the working procedures between the

Technology Provider support team and DTI, with practical information regarding how concerned DTI personnel shall request for support and maintenance services. Technology Provider shall be responsible for keeping the Procedures Manual updated.

D. Incident Corrections

1. Software

In the event that a reported issue has been determined to be a result of a defect in the Technology Provider-supplied System Software, Technology Provider shall prepare a fix, to rectify such Incident permanently. Technology Provider shall maintain a system version and deploy the fix or software updates as a new version in case a rollback is required. Each fix shall be accompanied with a description of the Incident found and the corrective actions to repair the Incident including any activity in connection with the Incident.

For third-party software beyond the control of Technology Provider, a complete report including symptoms, procedures to reproduce an error, and actions taken in attempt to resolve an issue, shall be forwarded to DTI, or the appropriate supplier/manufacturer of the affected software. Technology Provider shall coordinate the deployment of fixes for such incidents.

2. AWS Support

AWS Products and Services support and maintenance by Technology Provider include among others preventive maintenance procedures, and basic troubleshooting. For issues that cannot be resolved or corrected by basic troubleshooting, shall be escalated to the appropriate DTI support teams and/or to AWS directly. This escalation shall include a complete issue report including symptoms, procedures to reproduce the error, and actions taken in an attempt to resolve an issue. Technology Provider shall coordinate the deployment of fixes for such incidents.

3. Documentation

Technology Provider shall provide all documentation required for running and maintaining the system on CD-ROM. All documentation shall be in English. The documentation shall be delivered immediately after Incident correction is implemented. The DTI shall have the right to distribute all documentation required for operation and maintenance to internal staff if and when necessary.

4. Exclusions

Technology Provider shall in its best capacity, perform troubleshooting and correction measures to address reported or discovered issues. On third-party software and AWS products and services, such actions shall be limited to what is allowable only based on the service or licensing agreements. Technology Provider shall not be responsible for Level 3 issue resolution, including purchase and/or replacement of other AWS services, and commercial upgrades (for software).

E. Support Meetings

The DTI shall assign a single point of contact for all questions about the Services and Escalation of Incidents. Technology Provider shall participate in monthly support

meetings either via phone or web conference to review and discuss incident report summaries submitted by Technology Provider.

F. Support Service Level Agreement (SLA)

Technology Provider shall provide the above support services in accordance to an SLA and severity definitions agreed to with DTI. Refer to the attached Annex A – Service Level Agreement – Severity and Response Times. A final SLA shall be attached to the final Support and Maintenance Agreement.

G. General Assumptions

The support service covers DTI's **BNRSNextGen**, and all AWS services being utilized by the system. The support and maintenance service excludes any major modifications or enhancements to the **BNRSNextGen** that is beyond the agreed-upon and signed-off functional and technical specifications of the **BNRSNextGen**.

H. Other Information

To ensure continuity and efficiency of the system, The Provider shall agree to perform additional tasks related to the scope of work, but deemed necessary and urgent as identified by the end-user, subject to the provisions of RA 9184.

APPROVED BUDGET FOR THE CONTRACT (ABC). Total approved budget is **Twelve Million Pesos (Php 12,000,000.00)** inclusive of all applicable taxes, and expenses related to transportation, meals and accommodation.

TERMS OF PAYMENT

Tranches	%	Amount	Deliverable
January 2021	**8.00**%	960,000	onthly Maintenance/Support Reports
February 2021	**8.00**%	960,000	onthly Maintenance/Support Reports
March 2021	**8.00**%	960,000	onthly Maintenance/Support Reports uarterly Assessment Report
April 2021	**8.00**%	960,000	onthly Maintenance/Support Reports
May 2021	**8.00**%	960,000	onthly Maintenance/Support Reports
June 2021	**8.00**%	960,000	onthly Maintenance/Support Reports uarterly Assessment Report
July 2021	**8.00**%	960,000	onthly Maintenance/Support Reports
August 2021	**8.00**%	960,000	onthly Maintenance/Support Reports
September 2021	**8.00**%	960,000	onthly Maintenance/Support Reports uarterly Assessment Report
October 2021	**8.00**%	960,000	onthly Maintenance/Support Reports
November 2021	**8.00**%	960,000	onthly Maintenance/Support Reports
December 2021	**12.00**%	1,440,000	onthly Maintenance/Support Reports uarterly Assessment Report

Target dates are subject to change based on the implementation of the contract.

CONFIDENTIALITY CLAUSE

The **Technology Provider** warrants the full confidentiality of all information gathered for the contract given by DTI, unless the latter indicates the contrary. The **Technology Provider** shall not disclose any communication disclosed to him/her for the purpose of this Services. After the completion of the contract, all materials, data, and other related documents provided must be returned to DTI.

ANNEX A: Service Level Agreement – Severity and Response Definitions

Severity Definitions

Severity Level	Definition	Details
Severity 1	**Critical Errors**	Severity 1 level failure indicates a critical error which is causing or may cause the System to become inoperative resulting to a major impact to the business. Examples are, but shall not be limited to the following: • Complete system failure • Severe performance degradation or system functionality disruption to the extent that the system cannot be used, such as problems/defects on: • System Unresponsive • Data accuracy/integrity • Interfaces/integration • Data reconciliation • Back-up or restoration procedures
Severity 2	**Major Errors**	The presence of a Severity 2 error implies that the System operates as a whole; however certain functions are disabled or give incorrect results causing an adverse business impact to DTI. This kind of error is causing or will likely cause a performance degradation, service degradation, or loss of capability. This may further result to complaints or significant increase in workload on maintenance staff of DTI.
Severity 3	**Minor Errors**	Severity level 3 errors or Minor Errors are similar to Severity Level 2 errors although an acceptable alternative solution is available. These are minor errors not affecting performance, service or operation and maintenance of the System. An example of which is a problem being resolved by changing back to an old version of Software. The affected function may not be frequently in use, or the functions may be used temporarily. Other areas that will be noted at this severity

		level include:
		• Documentation • Proper system operation has been observed but system documentation referenced in the test procedure is ambiguous, misleading and incorrect. • Quality Audit Remarks • Comments made to the installation such as cabling, labeling, and non-service that affects documentation. • Procedural • Proper system operation has been observed but the test procedure is ambiguous, misleading or incorrect.
Severity 4	**Trivial Errors**	Severity Level 4 errors or Trivial Errors in the System causes no loss of service. The presence of this kind of error implies that there is incorrect behavior within the System but does not impede the operation of the System, thus, there is no business impact to the Licensee (e.g. aesthetic problems - color, button arrangement, display)

Response Times

Severity Level	Definition	Response Time	Work Around	Resolution Time*
Severity 1	Critical Errors	30 minutes	2 hours	4 hours
Severity 2	Major Errors	1 hour	4 hours	8 hours
Severity 3	Minor Errors	2 hours	24 hours	48 hours
Severity 4	Trivial Errors	8 hours	48 hours	60 hours

Resolution time excludes the time consumed by the following events:
- *AWS Infrastructure failure i.e. AWS system failures (services which are not directly provided by Technology Provider);*
- *Use of delivered application, which it was not originally intended to (out of the agreed use/scope of the system);*
- *System changes performed, which is not in the original scope and requirements;*
- *Database back up and restoration (handled by DTI DB team);*
- *Network (LAN/WAN and/or Internet) related failures;*
- *If a secured Internet or VPN connection is not available or not provided to Technology Provider.*

ANNEX B: Incident Reporting and Escalation Process

Support Contact Details (to be provided by Technology Provider)

1. Contact Numbers (Hotline):

Technology Provider Helpdesk
Helpdesk Hotline:
Helpdesk Duo:

Helpdesk Mobile:

Support Manager
Landline:
Mobile:

Account Manager
Landline:
Mobile:

2. **Support Email:**

Support:
CC: Support Manager email:
CC: Account Manager email:

3. **Coverage**

2.1 **Level 1 - Phone and Email Support**
- 10 x 7
- 8 AM to 6 PM
- Saturday to Sunday
- Including Regular and Public Holidays

2.2 **Level 2 – On-Site Support**
- 9 x 5
- 9 AM to 6 PM
- Monday to Friday
- Including Regular and Public Holidays

4. **Incident Reporting and Escalation Process**

A. **Incident Reporting Method**

DTI personnel and/or IT staff can report an incident through Technology Provider Helpdesk either **via email** or **through the hotline number** provided above. All calls and emails will be responded based on the response times indicated in the **Service Level Agreement** in **Annex A.**

B. **Escalation Process**

1. Technology Provider will receive the call or incident report from Client. Initial incident information shall be collected by Technology Provider Helpdesk.

2. Technology Provider shall log the call/incident through the Technology Provider's tracking/ticketing system. A ticket number will be provided to Client for incident tracking purposes.

3. Technology Provider will initially troubleshoot incidents either via email or phone.

   a. If required, an incident can be escalated to Level 2 – Remote Hands support or Level 2 – On-site support for any application or hardware related

incidents. The On-site support will visit the affected site to further conduct troubleshooting and/or to apply incident correction.

b. If and when required, an incident can be escalated to Level 3 – Technology Provider or DTI support team or third-party vendor. Technology Provider Helpdesk team shall coordinate and provide details of incident.

4. Upon confirmation of Client or third-party vendor on the resolution or corrective actions made regarding the reported incident, Technology Provider shall close the ticket in Technology Provider ticketing system.

5. A report will be delivered on a regular (Weekly/Monthly) basis in order to keep DTI updated on the progress and/or resolution of incidents. A formal report will be submitted to DTI after each Severity 1 incident that is closed, highlighting the diagnostic and restoration actions performed along with technical advice for possibly avoiding the same problem to re-occur in future.

A proper system activity log would be maintained by DTI for all covered systems and equipment and it should be available to Technology Provider during interventions if and when required.

Others:

1. Please see attached copy of the Invoice for the use of AWS services incurred for the BNRS Next Gen. The amount indicated may be considered as the average cost and that the cost increase as the data and the backup increase. Also, see details of the billing for the technical specifications of the deployed AWS services.
2. The Service Provider will not support the maintenance of local hardware that are located in DTI ROs, POs and Negosyo Centers, and support the maintenance of local hardware for DTI Head Offices - BNRD, FS and COA. However, the technical service provider must provide a disaster recovery site as part of the systems risk management strategy. The provider can select either a cloud based or on-premise strategy as options for the systems' DR implementation.

Annex B

Technical Proposal Forms

Notes for Consultants

The following summarizes the content and maximum number of pages permitted for the Technical Proposal. A page is considered to be one printed side of A4 or letter sized paper.

Cover Letter

Use TPF 1. Technical Proposal Submission Form TPF 1. Technical Proposal Submission Form.

Experience of the Firm

Maximum of *[insert acceptable number of pages]* introducing the background and general experience of the Consultant, including its partner(s) and subconsultants, if any.

Maximum of *[insert acceptable number of pages]* completed projects in the format of TPF 2. Consultant's References illustrating the relevant experience of the Consultant, including its partner and subconsultants, if any. No promotional material should be included.

General approach and methodology, work and staffing schedule

Use TPF 4. Description of the Methodology and Work Plan for Performing the Project, TPF 5. Team Composition and Task, TPF 7. Time Schedule for Professional Personnel, and **Error! Reference source not found.**.

If subcontracting is allowed, add the following: If the Consultant will engage a subconsultant for the portions of the Consulting Services allowed to be subcontracted, the Consultant shall indicate which portions of the Consulting Services will be subcontracted, identify the corresponding subconsultant, and include the legal eligibility documents of such subconsultant.

Curriculum Vitae (CV)

Use TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff.

Comments on the terms of reference and data and facilities to be provided by the Procuring Entity

Not more than *[insert acceptable number of pages]* using TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the

TPF 1. Technical Proposal Submission Form

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 21.1, we confirm that the information contained in the eligibility documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, *i.e.*, before *[insert date],* we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

We understand you are not bound to accept any Bid received for the selection of a consultant for the Project.

We acknowledge that failure to sign this Technical Proposal Submission Form and the abovementioned Financial Proposal Submission Form shall be a ground for the rejection of our Bid.

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

TPF 2. Consultant's References

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted.

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		№ of Staff:
Address:		№ of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US$):
Name of Associated Consultants, if any:		№ of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity

<u>On the Terms of Reference</u>:

1.

2.

3.

4.

5.

<u>On the data, services, and facilities to be provided by the Procuring Entity</u>:

1.

2.

3.

4.

5.

TPF 4. Description of the Methodology and Work Plan for Performing the Project

TPF 5. Team Composition and Task

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

3 Where applicable, indicate relationships among the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and other parties or stakeholders.

TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.*]

Education:

[*Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

Languages:

[*For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

_____Date: _____
[Signature of staff member and authorized representative of the firm]   *Day/Month/Year*

Full name of staff member: _____
Full name of authorized representative: _____

SUBSCRIBED AND SWORN to before me this __ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*
Doc. No. ___
Page No. ___
Book No. ___
Series of ____.

TPF 7. Time Schedule for Professional Personnel

Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____   Part-time: _____
Reports Due: _____
Activities Duration: _____
Location _____

Signature: __
(Authorized representative)

Full Name: _____
Title: _____
Address: _____

Omnibus Sworn Statement

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

A F F I D A V I T

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

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

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

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

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

   If a sole proprietorship: As the owner and sole proprietor or authorized representative of *[Name of Consultant]*, 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][insert* "as shown in the attached duly notarized Special Power of Attorney" *for authorized representative]*;

   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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

3. *[Name of Consultant]* 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;

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 Consultant]* 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 Consultant]* 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 Consultant]* complies with existing labor laws and standards; and

8. *[Name of Consultant]* is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure 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.

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

_____
[Bidder's Representative/Authorized Signatory]

SUBSCRIBED AND SWORN to before me this __ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ___ day of *[month] [year]*.

Bidding No. 20-030
Negotiated Procurement on Consulting Service for the Support and Maintenance of the Business Name Registration System Next Generation (BNRS Next GEN)
25 November 2020

27 | P a g e

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ **until** _____
Roll of Attorneys No. _____
PTR No. __**,** *[date issued], [place issued]*
IBP No. __**,** *[date issued], [place issued]*

Doc. No. ____
Page No. ____
Book No. ____
Series of ____**.**

Bid-Securing Declaration

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

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

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

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of 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 Highest Rated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

Affiant

SUBSCRIBED AND SWORN to before me this __ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. ____
Page No. ____
Book No. ____
Series of _____.

Annex C

Financial Proposal Submission Form

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

      We, the undersigned, offer to provide the consulting services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[amount(s) in words and figures]*.

      Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, *i.e., [Date]*.

      In accordance with **GCC** Clause **Error! Reference source not found.**, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

      We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Terms of Reference (TOR), the provisions relating to the eligibility of Consultant and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

      We understand you are not bound to accept any Bid you receive.

      We remain,

<div align="center">

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address

</div>