

TERMS OF REFERENCE

SUPPLY, INSTALLATION, COMMISSIONING, DATA MIGRATION AND MAINTENANCE OF AN ONLINE MARKET MANAGEMENT SYSTEM FOR THE MARKET DEVELOPMENT AND ADMINISTRATION DEPARTMENT (MDAD), QUEZON CITY (PHASE 2)

I. RATIONALE AND BRIEF BACKGROUND

As part of the ongoing process of creating an effective and simplified platform for market stall owners/hawkers, this second phase of the program development aims to integrate existing QC systems, develop supplementary features that will enhance and add value to the existing Market One Stop Shop and finally provide maintenance support for the project.

II. PROJECT DESCRIPTION

Market Development and Administration (MDAD) aims to improve the existing Market One Stop Shop (MOSS) through integrating with relevant third party systems, adding new online modules, and enhancing existing system processes and modules.

With this infrastructure, the local government will continue to effectively develop a thriving and robust market industry, and continue to position itself as one of the pioneering LGUs in the country.

III. PROJECT SCOPE OF WORK

The service provider shall develop, test and deploy the following features and changes in the Market One Stop Shop:

- A. Full due diligence of the current Market One Stop Shop System to ensure complete compatibility of system enhancement and loading of historical data.
- B. Integration to Third-Party Online Systems
 - a. QC Appointment System
 - i. Capability to set appointment system for applicant's interview.
 - b. QC Health Clearance
 - i. Automated pulling of data using customized APIs.
 - ii. Pulled data will be used for the attachment needed to support vendor's application.

c. QCID

- i. Automated pulling of data submitted through the QC ID application. Wherever required, application will not proceed if market applicant has no QC ID retrieved.
- ii. Data pulled will be used to automatically fill-up some information of the vendor in the application forms where applicable.

d. Barangay Clearance

- i. Create the functionality that would allow different barangays to provide clearance of each applicant
- ii. The clearance will be used to support vendor's application.

C. New Functionalities

a. Hawker Vending Site Approval

- i. The public users will be able to submit an application for a new Vending Site.
- ii. Allow MDAD officers to approve the application.
- iii. Approved Vending Site can be added in Market Management.

b. Customer Satisfaction Survey

- i. Allowing public users the option to rate the system and give comments after finishing an application.
- ii. The survey should include a comment section where the user can freely write his comments/thoughts about the service and/or the system.
- iii. Create a report that will contain compilation of the survey.
- iv. Users should have the option to be anonymous when giving reviews.

c. Special Event Module

- i. Allow MDAD officers to create a Special Event market in Market Management that has a Start and End date.
- ii. Public users should be able to submit application for Special Events.
- iii. MDAD should be able to manage applications submitted.

D. Data Migration and Deployment for Existing City-Owned Markets / Hawkers with available data from MDAD

a. 8 City Owned Markets

b. At least 65* Hawkers sites (50%)

**only those with available data from MDAD*

E. Feature and Change Request on Pre-Existing Modules

a. City-Owned Markets

- i. Allow ability to print Statement of Account
- ii. Include attestations in application forms
- iii. Allow uploading of Proof of Payment for vendors
- iv. System to allow payments in full for past months

- v. Inclusion of an additional button "For Further Information" as an option in evaluation
- vi. Providing flexibility of monthly due date
- vii. Present a historical timeline for reference
- viii. Provide an alternate user email address
- ix. Allow auto prefilled items for renewal
- x. Set User access approval process
- xi. Allow creation of Helper ID
- xii. Allow printing of Helper ID thru the system
- xiii. Limit the active registered helpers to a maximum of 2
- xiv. Allow batch approval
- xv. Ability to put On Hold other vendors who are on queue in stall application
- xvi. Auto-rejection of on queue vendors when someone is already approved in the stall application
- xvii. Notification to public users on the status of his/her application
- xviii. Allow the Transferor to process Transfer Stall Application
- xix. Set a payment due date for the application fee, stall rights, and security bond.
- xx. Sorting per section

b. Hawkers

- i. Application to Temporary Vending Sites with Floor plan Function
- ii. Floor plan of the vending site should show slots available
- iii. Allow application as an Ambulant Vendor
- iv. Prefilled fields for renewal applications
- v. Remove Association Chairman in the forms
- vi. Sorting per section

c. Private Market Operators

- i. Provide API to OUBPAS
- ii. Provide Market Evaluation for Clearance via API with BOSS
- iii. Automatically add the Private Market in Market Management

d. Order of Payment

- i. Convert SOA to Order of Payment
- ii. Allow public users to print their Order of Payment
- iii. Include bill_number in Order of Payment
- iv. Include generation date in Order of Payment
- v. Include period of arrears in Order of Payment
- vi. Adjustment in SOA or OP generation date
- vii. Separate the computation of Total Unpaid Amount and Penalty
- viii. Inclusion of Violations in Order of Payment
- ix. Include the option to revert the penalty.

- x. Allow the vendors to pay the Vending Fee monthly, quarterly, semi-annually or annually
- e. Online Payment
 - i. Pop up disclaimer on 3-5 day clearance timeline
 - ii. Rate Change Notifications to Users
 - iii. Disabling of Online Payment a certain number of days before due date
- f. System Maintenance
 - i. Establish start and end date for rates
 - ii. Create an approval flow for User Access Request
 - iii. Restrict file size into 5MB max
 - iv. Set QC as a default city
 - v. Allow adjusting of rental due date to consider holidays
 - vi. Auto-refresh of the system
 - vii. Change the default language from EN to PH
 - viii. Include settings to adjust rate duration
 - ix. Waving of fees with approval
- g. Violations
 - i. Ensure alignment among markets
 - ii. Allow E-Signature from stallholder to acknowledge the violation
 - iii. Allow inspector to input the violator details if the violator is still not registered in the system
 - iv. Put violation notification in the account
- h. Treasury Window
 - i. Add Payment Method column in Manage Market Lease
 - ii. Add date in the Form ID number
 - iii. Allow the user to filter For Payment Verification and Payment Confirmed
 - iv. Allow the user to search for the Bill Number
- i. Other Window

MDAD Head approval rights with summary view together with other approval listings
- j. Reports and Analytics
 - i. Add district filter in the reports
 - ii. Add date filter in Market Vendor
 - iii. Add total closed applications in application transaction
 - iv. Show the percentage and comparison in Market Vendor Dashboard
 - v. Show the percentage and comparison in Revenue Dashboard

IV. AREA OF COVERAGE

Approximately Twelve Thousand (12,000) stallholders / individuals within eight (8) public markets, 29 (Twenty Nine) private markets, 4,000 (Four Thousand) Hawkers, 46 (Forty Six) Talipapas, situated in Quezon City.

V. PROJECT STANDARDS & REQUIREMENTS

A. Track Record

1. Service provider must have Platinum status in PHILGEPS.
2. Service provider must be a duly registered company with SEC or DTI filing.
3. Service provider must be filed with SEC or DTI as an IT company with the purpose of "to establish and operate Information Technology Services and products and to sell computer hardware and other similar products."
4. Service provider must be in the same industry as per their SEC or DTI filing for at least fifteen (15) years.
5. Service provider must have deployed a market management system in the last three (3) months.
6. The winning service provider must be able to fully deliver a minimum viable product within forty-five (45) calendar days upon issuance of the Notice to Proceed.
7. The service provider must be a Public Sector Partner and a Public Sector Solutions Provider for a Cloud Solution (AWS, Azure, Google, etc.)
8. The service provider must be a partner of a leader in 2022 Gartner Cloud Infrastructure & Platform Services Magic Quadrant
9. The Cloud Solution provider should be at least fifteen (15) years in the industry.

B. Organization

1. Service providers must have Platinum status in PHILGEPS
2. The service provider must be a duly registered company with DTI or SEC filing

3. The service provider must be filed with DTI or SEC as an IT company with the purpose of software development and the supply of IT-related goods and services
4. The service provider must be duly registered under the National Privacy Commission
5. The service provider shall guarantee that the system shall abide with the DATA PRIVACY ACT OF 2012 to ensure that the personal information is protected.

C. Training

The service provider will provide all necessary trainings to at least five (5) users for the usage of the system with four (4) hours training duration. A separate training for key MDAD and ITDD personnel will be conducted for the administration and management of the system with an equivalent four (4) hours of training.

VI. DELIVERY PERIOD

The delivery period must be within sixty (60) calendar days upon issuance of the Notice to Proceed.

VII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) amounts to Thirty Five Million Pesos Only [PHP35,000,000.00] VAT inclusive.

A. Cost derivation is as follows:

COST DERIVATION

DESCRIPTION	AMOUNT
Systems Design and Data Model	
Software Development Cost	
System Documentation, Training Module, and Training	
Cloud Services (from start of project until 6 months from turnover)	
Technical and Customer Service Support (6 months)	
TOTAL AMOUNT	35,000,000.00

VIII. BASIS OF PAYMENTS

- A. Upon awarding of the contract, fifteen percent (15%) of the total winning bid amount shall be released to the winning service provider upon submission of the Inception Report and Business Requirements Document.

- B. Upon demonstration of the Minimum Viable Product (based on pre-agreed functionalities), the procuring entity will release forty percent (40%) of the total winning bid.
- C. Upon submission and acceptance of the User Acceptance Testing (UAT) of the new web modules and system changes to the procuring entity, the procuring entity will release thirty-five percent (35%) of the total winning bid amount to the winning service provider.
- D. Upon training and hand over, the procuring entity will release nine percent (9%) of the total winning bid to the winning service provider
- E. Retention: One (1%) percent of the total winning bid amount shall be retained as a security to ensure performance and delivery of the winning service provider's obligation. If the winning service provider complies with its commitments and deliverables, this retained fee shall be released one (1) year after complete deployment of the new web modules to the production site. Otherwise, it shall be forfeited in favor of the city as provided under item VIII (A) hereof.

VIII. CONDITIONS AND PENALTIES FOR BREACH OF CONTRACTS

A. Delivery

The failure of the winning service provider to perform any of the obligations or covenants provided in this Section shall constitute a breach and shall make it liable for damages. This is without prejudice to the right of the CITY to seek other remedies as may be allowed by law.

The winning service provider must deliver all system components within sixty (60) calendar days upon contract award. Failure to do so will be subject to penalties as prescribed by law.

B. Product Warranty

The following are the terms of the product/system warranty guaranteed by the winning service provider:

- Software Component shall have six (6) months warranty upon turnover. It shall not cover support for software applications failure due to calamity, virus infection, user errors, network connectivity failure, database error due to electricity fluctuations and system reinstallation.
- User manual and installer shall be provided for software components.

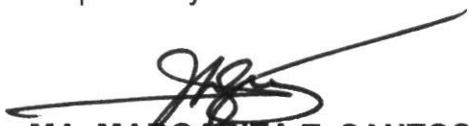


- Actual on-site software installation shall be made within Quezon City only.
- Additional hardware requirements purchased by the winning service provider outside of the contract coverage shall be charged by the winning service provider as the need arises.

IX. CANCELLATION OR TERMINATION OF CONTRACT

The guidelines contained in RA 9184 and its revised IRR shall be followed in the termination of any service contract. In the event the City terminated the Contract due to default insolvency, or for cause, it may enter negotiated procurement pursuant to RA 9184 and its IRR.

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