

TERMS OF REFERENCE

SUBSCRIPTION OF RELIABLE INTERNET (MOBILE) DATA SERVICE FOR THE CONNECTIVITY OF THE BUSINESS PERMITS AND LICENSING DEPARTMENT (BPLD) SYSTEMS

I. BACKGROUND/ANTECEDENT

In its commitment to digital innovation, transparency, and compliance with the Ease of Doing Business Act, the Quezon City Business Permits and Licensing Department (BPLD) has implemented advanced systems to streamline business permitting, licensing, and regulatory processes. Among these initiatives are the Online Unified Business Permit Application System (OUBPAS) and the Automated Inspection Audit System (AIAS), which have significantly improved the efficiency and accessibility of permit applications and compliance monitoring.

Additionally, BPLD has incorporated services for the issuance of occupational permits to cater to companies requesting on-site processing for their employees. This service enables businesses to meet the legal requirements for employee permits without disrupting operations, offering convenience and ensuring compliance with local regulations.

To ensure the effectiveness of these systems, continuous and reliable internet connectivity is essential. BPLD recognizes the need for a reliable internet connection, particularly in remote areas, where Wi-Fi access may be limited. This backup connection will support uninterrupted data transmission and ensure the smooth functioning of both business permit processes and on-site occupational permit issuance.

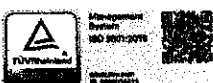
II. OBJECTIVE

The main objective of this project is to procure a reliable Internet Data Service to optimize BPLD's digital systems in the field, including the Online Unified Business Permit Application System (OUBPAS), the Automated Inspection Audit System (AIAS), and the on-site issuance of occupational permits for company employees. Specific objectives include:

- 1) Provide internet connection to maintain continuous access to BPLD's digital systems, ensuring smooth operations even in remote areas.
- 2) Support the efficient issuance of occupational permits, particularly for companies requesting on-site processing for their employees.
- 3) Enable real-time data handling for inspection audits, and on-site occupational permit processing, minimizing operational disruptions.
- 4) Reinforce BPLD's mandate under the Ease of Doing Business Act by improving the accessibility and reliability of its digital services through dependable internet connections.
- 5) Ensure that inspectors and licensing officers working in less-connected areas can utilize BPLD's digital systems without interruption, promoting operational efficiency and compliance.

III. PROJECT SCOPE OF WORK

- 1) The project covers the supply and delivery of eighty-four (84) mobile data subscriptions. Out of the eighty-four (84) subscriptions, twenty (20) subscriptions shall have unlimited call and text capabilities.



- 2) Engagement of the service will be until December 31, 2026, which shall commence from the issuance of the Notice to Proceed (NTP) and execution of the contract.
- 3) Monthly mobile data allocation must be for a maximum of 100 gigabytes (GB) only per subscriber identity module (SIM) card with a minimum internet connection speed of at least 20 megabits per second (mbps). If the data cap of 100 GB is reached within a given billing period, the service shall be temporarily cut off until it is automatically replenished for the next billing period. Access to data shall be restored upon replenishment.
- 4) Dashboard for data usage shall be provided by the service provider for monitoring purposes of the subscriber.
- 5) The Service provider shall replace any defective, lost, or damaged SIM cards within 1-2 calendar days upon receipt of written notification by the BPLD.

IV. PROJECT STANDARDS AND REQUIREMENTS

The Internet Service Provider the required qualifications under the Government Procurement Reform Act or the Republic Act No. 12009 (RA 12009) to be eligible to submit bids and other applicable existing Auditing Rules and Regulations. In addition, the service provider should have the following minimum qualifications:

- 1) At least three (3) years actual operation as an Internet Service Provider in the Philippines.
- 2) Must possess the necessary National Telecommunications Commission (NTC) Registration and Certification.
- 3) Must have the capacity and ability to provide 24/7 help desk support for technical issues concerning internet (mobile) data services.

V. PROJECT DURATION, BILLING STATEMENT AND TERMS OF SERVICE

- 1) The internet (mobile) data subscription services shall) days commence immediately upon receipt of the NTP. The contract shall be until December 31, 2026.
- 2) The paper-based billing statement shall be submitted by the service provider to the Business Permits and Licensing Department (BPLD) within five (5) working days from the end of the billing period. Electronic billing statements shall not be accepted for payment processing.
- 3) All billing statements shall be addressed as follows:

QUEZON CITY GOVERNMENT

c/o Business Permits and Licensing Department (BPLD)
Ground Floor, Civic Center Building A
Quezon City Hall Complex, Elliptical Road, Quezon City

- 4) Any delay incurred on the part of the service provider in the submission of the paper-based billing statement due to its own fault which will result to delay in payment shall not be applicable as cause for disconnection of the service and imposition of penalties and/or reconnection fees to the BPLD.
- 5) The non-usage of a SIM card for any period of time shall not warrant the disconnection/disruption of the subscription service and payment of charges and/or penalties for reconnection.



VI. APPROVED BUDGET FOR THE CONTRACT

- 1) The total Approved Budget for the Contract (ABC) is **Two Million Sixteen Thousand Pesos Only (PhP2,016,000.00)**, inclusive of incidental expenses and other applicable government fees and charges.
- 2) **No Price Adjustment**

The Project Cost shall be fixed and there shall be no price adjustments applicable for the duration of the contract except when the operations costs are increased by more than 10% as a result of any extraordinary circumstance as determined by the National Economic Development Authority (NEDA). Pursuant to the provisions of RA 12009 and its IRR on contract price escalation, all contract price escalation shall be approved by the Government Procurement Policy Board (GPPB).

VII. PAYMENT SCHEDULE

Payment shall be based on actual internet (mobile) data services incurred on a monthly send-bill arrangement.

VIII. CONFIDENTIALITY AGREEMENT

The provider shall, at all times, observe strict confidentiality and shall not disclose information or materials which comes into its possession and shall not use the same in any manner or purpose. For this purpose, the winning bidder shall execute and sign a Confidentiality and Non-Disclosure Undertaking upon receipt of the Notice to Proceed (NTP).

IX. CONTRACTUAL RELATIONS

- 1) It is hereby acknowledged that the provider, its personnel, staff, and representatives do not have any authority to incur, and agree not to incur, any obligation or liability, whether express or implied, on behalf of the Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD.
- 2) The provider is being engaged as an independent contractor, and employer-employee relationship only exists between the provider and its personnel, staff, and representative. The provider shall properly inform its personnel, staff, and representatives that it retains its power of control and supervision over its concerned personnel, staff, and representatives and work to be performed. It shall be the exclusive responsibility of the provider to comply with all pertinent labor laws, rules and regulations concerning the employment of its personnel, staff, and representatives, including the payment of their salaries, wages, and other wage-related benefits.
- 3) The provider hereby agrees that Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD, shall be free from any claims, liability or cause of actions which may be filed by any of the provider's personnel, staff, and representatives by reason of his/her employment with the provider under this contract, except as to its liabilities expressly mandated by applicable laws. Accordingly, the provider's personnel, staff, and representatives shall remain its employee and not of the Quezon City Government or that of BPLD.
- 4) The provider agrees to defend and indemnify the Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD, for any obligations, claim, suit or demand for tax, retirement contribution, social security, salary or wages, overtime payment, or worker's compensation payment which the



BPLD may be required to make on behalf of the provider or any employee of the provider, for work done under this contract. This is a continuing obligation that survives for a period of five (5) years from the completion of the services or from the effective date of termination of this contract.

- 5) To the fullest extent permitted by law, the provider shall also indemnify, defend, and hold harmless the Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD, from and against any and all liability (including without limitation of all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorney's fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of either the provider, its personnel, staff, and/or its representatives. In the event of a complaint for discrimination or harassment against the provider, any of its personnel, staff, and/or representatives, the provider shall take immediate and appropriate action or remedy in response to such complaint. The provisions of this paragraph survive for a period of five (5) years from the completion of the services or from the effective date of termination of this contract.

X. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

- 1) The provider shall not contract with any other entity to perform in whole or in part the services required under this contract, without the express written approval of the Quezon City Government through the BPLD.

This contract or any interest herein may not be transferred, assigned, conveyed, or encumbered voluntarily or by operation of law, whether for the benefit of the creditors or otherwise, without the prior written approval of the Quezon City Government through the BPLD.

XI. APPLICABILITY

This Terms of Reference (TOR) shall form part of the bidding documents and contract pertaining to the Subscription of Reliable Internet (Mobile) Data Services of the BPLD for CY 2026.

XII. GOVERNING LAW AND DISPUTE RESOLUTION

- 1) This Agreement shall be governed and constructed in accordance RA 12009 and applicable existing Auditing Rules and Regulations in the Philippines. In the event of any deterrence or dispute arising between the parties relating to the validity, interpretation, construction, or dispute by consultation, negotiation, and mediation within thirty (30) days from notice.
- 2) Should any dispute arise from this contract, the parties shall try to settle them amicably. However, if the parties fail to settle their disputes amicably, the venue for litigation shall be before the competent courts of Quezon City, to the exclusion of all other courts.
- 3) Failure of either party to enforce its rights under this contract at any time for any period shall not be constructed as a waiver of such rights. If any part, term, or provision of this contract is held to be illegal or unenforceable, neither the validity nor enforceability of the remainder of this contract shall be affected. Neither party shall assign or transfer all or any of part of its rights under this contract without the consent of the other party.



XIII. AMENDMENT

This contract may not be altered, amended, or substituted by another through any act of tolerance or verbal agreement of any party thereto or its representative. Any alteration, amendment or substitution may only be valid if made in writing and duly signed by either contracting parties or their duly authorized representatives. This contract constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or warranty made about this contract was made fraudulently and, save as may be expressly referred to or referred herein, supersedes all prior representations, writings, negotiations, or understandings with respect hereto.

XIV. SEVERABILITY

If any provision of this contract is held to be illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceable of the remainder of this document shall not be affected. In such a case, then unenforceable term had never been included or written.


XV. PENALTIES FOR BREACH OF CONTRACT

Failure to deliver the services according to the standards and requirements set by the Quezon City Government shall constitute an offense and shall subject the service provider to penalties and/or liquidated damages pursuant to the provisions of RA 12009 and its revised Implementing Rules and Regulations (IRR).

XVI. CANCELLATION OR TERMINATION OF CONTRACT

The guidelines contained in RA 12009 and its revised IRR shall be followed in the termination of any service contract. In the event that the Quezon City Government terminates the contract due to default, insolvency, or for cause, it may enter into a alternative modes of procurement pursuant to RA 12009 and its IRR.

The Terms of Reference (TOR) endorsed, reviewed and certified by:


MA. MARGARITA MEJIA, DPA
City Government Department Head III
Business Permits and Licensing Department (BPLD) *MB*

