

## TERMS OF REFERENCE

### SUBSCRIPTION OF DATA ANALYTICS TOOL FOR THE BUSINESS PERMITS AND LICENSING DEPARTMENT (BPLD)

#### I. BACKGROUND/ANTECEDENT

The Quezon City Government's Business Permits and Licensing Department (BPLD) is responsible for issuing and renewing business permits, playing a key role in maintaining a supportive environment for investment. Over the past year, BPLD has subscribed the data analytics tool to enhance its data analysis, allowing for more efficient processing and interpretation of the increasing volume of data generated by digital initiatives. This initial implementation has enabled the Department to access actionable insights for policy-making, contributing to Quezon City's economic competitiveness.

Building on the success of the initial phase, the BPLD aims to continue utilizing the data analytics tool subscription while expanding its capabilities to provide enhanced data visualizations. These added visualizations will make complex trends and patterns easier to interpret, allowing users to assess business and licensing trends with greater clarity. By refining the way insights are displayed, this phase aims to streamline BPLD's decision-making processes further and enhance its ability to craft policies that attract more businesses to the city.

By continuing the data analytics tool subscription and integrating advanced data visualization tools, the BPLD will further strengthen its ability to deliver refined, data-driven insights in support of Quezon City's economic objectives. These enhanced visualizations will not only facilitate a clearer understanding of complex datasets but also empower agile and responsive policy-making—advancing the city's vision of becoming a premier investment hub.

#### II. PROJECT DESCRIPTION

The proposed data analytics tool subscription aims to address the Business Permits and Licensing Department's (BPLD) operational challenges by automating data analysis, enhancing accuracy, and generating deeper, actionable insights. The expected solution will seamlessly integrate with the existing data infrastructure, support a wide range of data formats, and deliver advanced analytical capabilities, including but not limited to predictive modeling.

Submissions will be evaluated based on the overall cost-effectiveness and quality of the proposed solutions, particularly in the following areas:

- **Compatibility and Integration:** Ability to integrate across various existing database formats and systems.
- **Ease of Deployment and Use:** Speed of implementation, user-friendliness, and the availability and responsiveness of technical support post-deployment.

- **Performance Efficiency:** Capability to rapidly refresh dashboards and process data in real time.
- **Scalability and Flexibility:** Capacity to incorporate new data sources and formats beyond the initial project scope.
- **System Stability and Security:** Reliability of the subscription service and robustness of its data protection and cybersecurity measures.

### III. PROJECT SCOPE OF WORK

Project Preparation and Mobilization, including subscription to the Administrative Portal/Client Portal Interface until December 31, 2026.

### IV. PROJECT STANDARDS & REQUIREMENTS

The BPLD Data Analytics Tool should have the required qualifications under the New Government Procurement Act or the Republic Act No. 12009 and its IRR 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. The Service Provider must be a reputable Information Technology Firm with at one (1) year business operation in the design, development, implementation and maintenance of Business Management Systems.
2. Demonstrated experience by the Service Provider in application development and deployment and in data analytics with the use of advanced algorithm to generate reports evidenced by use cases.
3. The Service Provider should have local and international professional applied experience and skills and qualifications as follows:
  - a. Degree in a relevant field (Computer Science, Data/Information Management, Advanced Statistical Analysis, Information Technology, and Software Engineering) with Professional Regulatory Commission License.
  - b. Minimum Team (10) years of experience related to data management/database development and archiving, including use of web-enabled platforms and common reporting analysis tools.
  - c. Proven professional experience in database technologies end to end, including web client development and deployment, database management and development of web-based information systems.
  - d. Competent and dedicated staff that can be reached for feedback having at least five (5) years of related work experience with excellent communication and writing skills.

### V. PROJECT DURATION, BILLING STATEMENT AND TERMS OF SERVICE

The subscription shall commence immediately upon issuance of the Notice to Proceed (NTP) until December 31, 2026. The BPLD reserves the right to terminate the contract due to default, insolvency, or for other cause(s) under the law. In case of termination of contract, it shall result in the

forfeiture of the bond posted by the Service Provider, and without prejudice to other penalties and/or liquidated damages under pertinent laws, rules, and regulations.

## VI. TEST PARAMETERS

The AI Technology for Data Analysis shall be tested and evaluated using accepted guidelines.

## VII. WARRANTY AND GUARANTEE REQUIREMENTS

The service provider shall guarantee full functionality and technical support for the entire duration of the subscription period. This includes uninterrupted access to all features, timely resolution of issues, regular updates, and ongoing customer support to ensure optimal performance of the AI platform throughout the contract term.

## VIII. APPROVED BUDGET FOR THE CONTRACT

- 1) The total Approved Budget for the Contract (ABC) is **Five Million Pesos and 00/100 only (PhP5,000,000.00)**, 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).

## IX. PAYMENT SCHEDULE

Payment shall be based on project milestones implemented within forty-five (45) calendar days from the receipt of the Billing/Statement of Accounts with complete supporting documents i.e., proof of deliveries or other form of verification.

## X. CONFIDENTIALITY AGREEMENT

The Service 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).

## XI. CONTRACTUAL RELATIONS

- 1) It is hereby acknowledged that the Service 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 Service Provider is being engaged as an independent contractor, and employer-employee relationship only exists between the Service Provider and its personnel, staff, and representative. The Service 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 Service 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 Service 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 Service Provider's personnel, staff, and representatives by reason of his/her employment with the Service Provider under this contract, except as to its liabilities expressly mandated by applicable laws. Accordingly, the Service Provider's personnel, staff, and representatives shall remain its employee and not of the Quezon City Government or that of BPLD.
- 4) The Service 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 Service Provider or any employee of the Service 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 Service 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 Service Provider, its personnel, staff, and/or its representatives. In the event of a complaint for discrimination or harassment against the Service Provider, any of its personnel, staff, and/or representatives, the Service 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.

## **XII. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT**

- 1) The Service Provider shall not subcontract, assign, or otherwise engage any third party to perform, in whole or in part, the services required under this Contract without the prior express written approval of the Quezon City Government, acting through the Business Permits and Licensing Department (BPLD), and in strict compliance with Republic Act No. 12009 and its IRR.
- 2) 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.

### **XIII. APPLICABILITY**

This Terms of Reference (TOR) shall form part of the bidding documents and contract pertaining for the Subscription of Data Analytics Tool for Business Permits and Licensing Department (BPLD).

### **XIV. GOVERNING LAW AND DISPUTE RESOLUTION**

- This Agreement shall be governed and constructed in accordance RA 12009 and its IRR and all other 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.
- 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 before the competent courts of Quezon City, to the exclusion of all other courts.
- 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.

### **XV. 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.

### **XVI. 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.

### **XVII. 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 IRR.

## XVIII. CANCELLATION OR TERMINATION OF CONTRACT


The guidelines contained in RA 12009 and its 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 negotiated procurement pursuant to RA 12009 and its IRR.

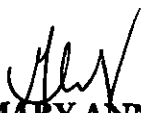
The Terms of Reference (TOR) endorsed, reviewed and certified by:

Prepared by:

  
**LIEZETH M. BANAL, RMT, MLS (ASCPD)**  
Officer-In-Charge  
Administrative Division

Noted by:

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

  
**MS. MARY ANN CRUZ**  
Officer-In-Charge  
Quezon City Information Technology  
Development Department