

Republic of the Philippines
Province of Albay
Municipality of Daraga
Daraga, Albay

**SOLICITED PUBLIC-PRIVATE
PARTNERSHIP
SINGLE-STAGE COMPETITIVE
SELECTION**

**PPP PROJECT REFERENCE NO. :
DARAGA-PPP-2026-001**

DEVELOPMENT, DEPLOYMENT, OPERATION AND TRANSFER
OF AN INTEGRATED TOURISM WEB AND/OR MOBILE APPLICATION PLATFORM
THROUGH A 6-YEAR BUILD-OPERATE-TRANSFER (BOT)

As Amended by Supplemental Bid Bulletin No. 1 dated March 2, 2026

TABLE OF CONTENTS

Section I. - Invitation to Submit Proposals	3
Section II. - Instruction to Proposers	20
Section III. - Evaluation Criteria Detailed Matrices	22
Section IV. - Forms and Templates	37
Section V. - Public-Private Partnership Agreement	73

SECTION I- INVITATION TO SUBMIT PROPOSALS

SOLICITED PUBLIC-PRIVATE PARTNERSHIP PROJECT

The Municipality of Daraga, Province of Albay (the "Implementing Agency" or "LGU"), through its duly constituted PPP Bids and Awards Committee (PBAC), hereby invites qualified private sector entities to submit proposals for the:

**DEVELOPMENT, DEPLOYMENT, OPERATION AND TRANSFER OF AN INTEGRATED
TOURISM WEB AND/OR MOBILE APPLICATION PLATFORM THROUGH A 6-YEAR
PUBLIC-PRIVATE PARTNERSHIP CONTRACT (PPP) IN THE MUNICIPALITY OF
DARAGA
(the "Project")**

This Project shall be implemented as a Solicited Public-Private Partnership (PPP) in accordance with Republic Act No. 11966 (Public-Private Partnership Code of the Philippines) and its Implementing Rules and Regulations (IRR), under a Build-Operate-Transfer (BOT) contractual arrangement with a concession period of six (6) years from Commercial Operation date.

All costs, including capital expenditure (CAPEX) and operating expenditure (OPEX) throughout the concession period, shall be fully financed by the winning Private Partner. No government subsidy or LGU equity contribution shall be provided. The LGU shall receive a share of net commission receipts from all tourism service transactions processed through the platform.

Proposals shall be evaluated using Quality-Cost Based Selection (QCBS), with the following weight distribution:

Technical Proposal: 70%
Financial Proposal: 30%

A minimum Technical Score of seventy (70) points out of one hundred (100) is required to qualify for Financial Evaluation. The Highest Ranked Proposer (HRP) shall be recommended for post-qualification and award.

The PBAC will conduct a Mandatory Pre-Proposal Conference on February 24, 2026 at 2:00 PM at the DTCAO Conference Room, 2nd Floor, Daraga Municipal Hall, Daraga, Albay. Attendance at the Pre-Proposal Conference is mandatory; non-attendance shall be grounds for disqualification from the procurement process.

The complete Tender Documents may be obtained beginning February 9, 2026 at:

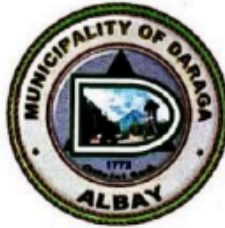
Office of the Municipal Administrator
Municipality of Daraga
T. Perez St., San Roque, Daraga, Albay
www.daragalgu.gov.ph

Upon payment of a non-refundable document fee of PHP 10,000.00, payable in cash or Manager's Check made payable to the Municipality of Daraga.

Proposals must be submitted in sealed envelopes no later than March 10, 2026 at 10:00 AM at the Office of the Municipal Administrator, Municipality of Daraga. Late proposals shall not be accepted under any circumstances. The opening of proposals shall immediately follow on the same date at 10:30 AM at the DTCAO Conference Room, 2nd Floor, Daraga Municipal Hall.

The Municipality of Daraga reserves the right to reject any or all proposals, declare a failure of bidding, and waive any minor defect therein, provided that such action shall promote the best interest of the LGU and the general public.

For further information, please contact the PBAC Secretariat at the Office of the Municipal Administrator, Municipality of Daraga, Albay, or visit www.daragalgu.gov.ph.



Republic of the Philippines
Province of Albay
Municipality of Daraga

PPP PRE-QUALIFICATION/QUALIFICATION, BIDS AND AWARDS COMMITTEE

SUPPLEMENTAL BID BULLETIN NO. 1

PPP Project Reference No.: DARAGA-PPP-2026-001

**DEVELOPMENT, DEPLOYMENT, OPERATION AND TRANSFER OF AN INTEGRATED
TOURISM WEB AND/OR MOBILE APPLICATION PLATFORM THROUGH A 6-YEAR
BUILD-OPERATE-TRANSFER (BOT) PUBLIC-PRIVATE PARTNERSHIP IN THE
MUNICIPALITY OF DARAGA**

Date of Issuance: March 2, 2026

1. PURPOSE

The PPP Pre-Qualification/Qualification, Bids and Awards Committee (PBAC) of the Municipality of Daraga hereby issues this Supplemental Bid Bulletin No. 1 pursuant to the authority vested upon it under Republic Act No. 11966 (Public-Private Partnership Code of the Philippines) and its Implementing Rules and Regulations (IRR), and in accordance with the Indicative Timeline published in the Tender Documents.

This Bid Bulletin is issued to formally clarify and amend the project scope and title as set forth in the original Tender Documents for PPP Project Reference No. DARAGA-PPP-2026-001. This Bid Bulletin shall form an integral part of the Tender Documents and shall be binding on all prospective proposers. All other terms and conditions of the original Tender Documents remain unchanged and in full force and effect.

2. BACKGROUND AND RATIONALE FOR AMENDMENT

The original Tender Documents described the project as involving the development of a Progressive Web Application (PWA). Upon further review by the PBAC and the Municipal PPP Technical Working Group (TWG), it has been determined that broadening the platform scope to expressly include a Mobile Application (native or hybrid, compatible with iOS and Android) alongside the PWA will:

- Attract a wider pool of technically qualified private sector proposers;
- Enable greater flexibility in technical approach while maintaining minimum functional standards;

- Better reflect the multi-device expectations of modern tourism platform users;
- Ensure alignment between the project title, scope, and the broader digital tourism objectives of the Municipality.

The PBAC clarifies that this amendment does not introduce a materially new or unrelated component to the project. The original Tender Documents already contemplated multi-device functionality, including references to Apple Store and Google Play Store deployment, under the Customer-Facing Booking and Discovery Platform component (Section I-B). This Bid Bulletin formalizes and makes explicit what was already implied in the original project scope.

3. SPECIFIC AMENDMENTS TO THE TENDER DOCUMENTS

The following amendments are hereby made to the Tender Documents for PPP Project Reference No. DARAGA-PPP-2026-001. All references to the amended provisions in other sections of the Tender Documents shall be read accordingly.

3.1 Project Title

	Original	Amended
Project Title (all occurrences throughout the Tender Documents)	Development, Deployment, Operation and Transfer of an Integrated Tourism Web Platform Through a 6-Year Build-Operate-Transfer (BOT) Public-Private Partnership in the Municipality of Daraga	Development, Deployment, Operation and Transfer of an Integrated Tourism Web and/or Mobile Application Platform Through a 6-Year Build-Operate-Transfer (BOT) Public-Private Partnership in the Municipality of Daraga

3.2 Section I-A — Project Background and Rationale

Original text (paragraph 2):

“...the LGU intends to partner with the private sector to develop and operate a Progressive Web Application (PWA) that will serve as the Municipality’s official digital tourism platform.”

Amended text:

“...the LGU intends to partner with the private sector to develop and operate a Progressive Web Application (PWA) and/or Mobile Application (iOS and Android) that will serve as the Municipality’s official integrated digital tourism platform.”

3.3 Section I-B — Customer-Facing Booking and Discovery Platform

Original text (last bullet under Component 2):

"App-like performance via browser with offline functionality or downloadable through Apple Store or Google Play Store"

Amended text:

"App-like performance via browser (PWA with offline functionality), and/or a dedicated native or hybrid Mobile Application downloadable through the Apple App Store or Google Play Store"

3.4 Section I-B — Expected Project Outputs

Original text (first bullet):

"Fully functional integrated tourism PWA (desktop and mobile accessible)"

Amended text:

"Fully functional integrated tourism Platform (PWA and/or Mobile Application — desktop and mobile accessible)"

3.5 Section I-C — PPP Modality and Term

Original text (obligation 1):

"Design, develop, and deploy the PWA at its own cost"

Amended text:

"Design, develop, and deploy the Platform (PWA and/or Mobile Application) at its own cost"

3.6 Section III — Evaluation Criterion A4

Original: 'A4. Alignment with PWA Best Practices (5 points)'

Amended:

Score	Criterion A4: Alignment with PWA and/or Mobile App Best Practices (5 points)
5	Excellent: Strong alignment with modern PWA and/or mobile app standards (performance, accessibility, app store deployment)
3-4	Good: Adequate PWA and/or mobile app standards application
1-2	Fair: Limited optimization for PWA/mobile
0	Poor: Does not meet PWA/mobile app standards

3.7 Section III — Lead Software Architect/Developer Qualifications (Technical Eligibility)

Original: 'Expertise in PWA technologies, cloud architecture'

Amended: 'Expertise in PWA and/or mobile application technologies (including iOS/Android native or hybrid frameworks), cloud architecture'

3.8 Section I-G Technical Eligibility — Statement of Experience

Original minimum requirement:

"At least One (1) completed and operational digital platform projects of similar nature and complexity within the last Three (3) years:

- Mobile Application/Progressive Web Application (PWA) development
- Multi-tenant marketplace or multi-client framework"

Amended minimum requirement:

"At least One (1) completed and operational digital platform project of similar nature and complexity within the last Three (3) years, involving any of the following:

- Mobile Application (iOS and/or Android) development
- Progressive Web Application (PWA) development
- Multi-tenant marketplace or multi-client framework"

3.9 Section IV — Technical Proposal Submission Form (Part B, Item 4 and 5)

Original: 'We commit to develop, deploy, operate, maintain, and transfer the Integrated Tourism Web Platform in full compliance'

Amended: 'We commit to develop, deploy, operate, maintain, and transfer the Integrated Tourism Web and/or Mobile Application Platform in full compliance...';

Original: 'Our proposed solution is based on a Progressive Web Application (PWA) architecture...'

Amended: 'Our proposed solution shall include a Progressive Web Application (PWA) and/or native/hybrid Mobile Application (iOS and Android) architecture...'

3.10 Section IV — Technical Proposal Document Checklist (C-1)

Original: 'C-1: Platform Architecture and PWA Technical Design'

Amended: 'C-1: Platform Architecture and PWA/Mobile Application Technical Design'

3.11 Section IV — Financial Proposal Form (Part C)

Original: 'Software Development (Core Platform + PWA)'

Amended: 'Software Development (Core Platform + PWA + Mobile Application)'

3.12 Section V — PPP Agreement (Whereas Clause and Article I)

All references in Section V (PPP Agreement) to the project title are amended to read:

'Development, Deployment, Operation and Transfer of an Integrated Tourism Web and Mobile Application Platform' consistent with amendments above.

4. EFFECT ON FEASIBILITY STUDY AND FINANCIAL PROJECTIONS

The PBAC clarifies that the foregoing amendments constitute a clarification of scope and not a material departure from the approved Feasibility Study (FS). The FS submitted to and reviewed by the PPP Center already contemplated multi-device platform deployment, including mobile-compatible functionality. The financial projections, revenue model, KPIs, commission structure, and revenue sharing arrangements set forth in the FS and the original Tender Documents remain unchanged.

Proposers may factor in the cost of mobile application development within their CAPEX submissions. A new line item, 'Mobile App Store Submission and Compliance Fees,' has been added to the CAPEX table in Section IV (Financial Proposal Form, Part C) for this purpose. The addition of this optional cost item does not alter the baseline financial requirements or minimum revenue sharing obligations.

5. PROPOSAL SUBMISSION DEADLINE — NO CHANGE

The deadline for submission of proposals remains March 10, 2026 at 10:00 AM. The PBAC has determined that no extension of the submission deadline is necessary, as the scope clarification pertains to a technology option closely related to PWA development and does not constitute a materially new project scope that would require additional preparation time for prospective proposers.

6. EFFECT OF THIS BID BULLETIN

This Supplemental Bid Bulletin No. 1 shall form an integral part of the Tender Documents. All prospective proposers are required to acknowledge receipt and acceptance of this Bid Bulletin in their Technical Proposal Submission Form (Part B, Item 1). Failure to acknowledge this Bid Bulletin shall not be grounds for disqualification, provided the proposal is otherwise compliant with all requirements of the Tender Documents as amended herein.

A copy of this Bid Bulletin shall be posted on the LGU website at www.daragalgu.gov.ph with its release to all registered prospective proposers.

Issued by authority of the PPP Bids and Awards Committee:



MR. ARCHIE M. BAJAMUNDI
PBAC Chairperson

02 MAR 2026

Date

Note: All proposers who have obtained the Tender Documents are deemed to have received this Supplemental Bid Bulletin No. 1. Prospective proposers who have not yet registered are encouraged to obtain the complete updated Tender Documents from the PBAC Secretariat at the address specified in Section I-H of the Tender Documents.

A. PROJECT BACKGROUND AND RATIONALE

The Municipality of Daraga is a major tourism gateway of the Province of Albay with its converging location for Luzon and Visayas transportation and trade and with the Bicol International Airport at the heart of its territory. Its tourism appeal is anchored on the Cagsawa Ruins, Daraga Church, Budiao Ruins, festivals (including the Cagsawa Festival), and adventure tourism activities.

To strengthen destination marketing, visitor management, and tourism revenue generation, the LGU intends to partner with the private sector to develop and operate a Progressive Web Application (PWA) and/or Mobile Application (IOS and Android) that will serve as the Municipality's official digital tourism platform. This is part of its bigger plans for tourism digitalization, believing in the power of technology to improve tourist experience and as a driver for constant improvement of the same.

The Project supports the Municipality's:

- Local Tourism Development Plan (LTDP)
- Digital governance and e-services agenda
- Local economic development and MSME enablement goals
- Mayor's 8-Point Agenda on digitalization for economic viability and sustainability

B. PROJECT DESCRIPTION AND SCOPE

The Project involves the design, development, financing, operation, maintenance, continuous enhancement, and eventual transfer of a Daraga Tourism Application.

The App shall function across desktop and mobile devices and shall include, at minimum:

Core Functional Components:

1. Multi-Tenant Merchant Onboarding & Management Module

- Registration and profile management for tourism service providers
- Publishing and updating service listings
- Tracking bookings, capacity, pricing, and schedules
- Processing customer reservations
- Receiving payouts for completed bookings
- Compliance with tourism accreditation and LGU regulatory requirements

2. Customer-Facing Booking and Discovery Platform (Web + PWA + Mobile App)

- Browse tourism services by category (accommodation, tours, tickets, rentals)
- View real-time availability, pricing, photos, and service details
- Book multiple services within one itinerary/cart
- Complete payment using integrated digital payment options
- Receive digital QR passes for attraction entry and verification
- Manage bookings through user dashboard
- App-like performance via browser, and/or a dedicated native or hybrid Mobile Application downloadable through the Apple App Store or Google Play Store

3. Centralized Digital Payments & Settlement System

- Real-time payment capture
- Automated commission calculation
- Automated disbursement to merchants
- Secure storage of transaction records
- Compliance with BSP and digital financial service regulations

4. QR Code Ticketing & Validation Infrastructure

- Secure, scannable QR codes for attraction entry, activity confirmation
- Scanning tools for fast lane processing
- Accurate visitation data collection

5. LGU Administration & Analytics Dashboard

- Real-time reporting on bookings, tourist arrivals, transactions, revenues
- Merchant accreditation and compliance monitoring
- Geographic and demographic insights
- Forecasting tools for tourism planning
- Regulatory controls and KPI monitoring

6. Customer Support System (Chatbot + Human Agent Console)

- Front-end helpdesk interface for users
- Knowledge base for self-service support
- Real-time messaging system
- Daraga-based customer support team (Filipino and English)

Service Categories to be Integrated:

- Accommodations (hotels, inns, homestays)
- Adventure operators (ATV, outdoor activities)
- Tour agencies and packages
- Local tourist guides
- Vehicle/motorcycle rental providers
- Attraction management (Cagsawa Ruins, Budiao Ruins, etc.)
- Transport operators
- Future expansion: restaurants, souvenir shops, cultural performers

Area and Coverage

Initial Implementation: Municipality of Daraga

Potential Expansion: Province of Albay and broader Bicol Region (subject to performance and LGU approval)

The platform must be able to support scalability for regional and multi-LGU use through inter-LGU cooperation agreements.

Expected Project Outputs

By completion of the Build Phase and throughout the concession period:

- Fully functional integrated tourism Platform (PWA and/or Mobile Application- desktop and mobile accessible)
- Merchant dashboards for 4+ core tourism sectors
- Complete digital QR ticketing and validation system
- Secure, BSP-compliant payment gateway and settlement system
- LGU administration and analytics dashboard
- Fully operational customer support system (24/7)
- System documentation and training materials
- Post-transfer LGU-owned codebase and operating system

Target Users and Stakeholders

Primary Users:

- Domestic and international tourists
- Local accommodation operators

- Tour agencies and operators
- Local tourist guides
- Adventure operators (ATV, outdoor activities)
- Vehicle/motorcycle rental providers
- Attraction management offices (Cagsawa Ruins, etc.)

Secondary Users:

- Municipal Tourism Office (DTCAO)

C. PPP MODALITY AND TERM

The Project shall be implemented under a Build-Operate-Transfer (BOT) arrangement with a concession period of six (6) years from Commercial Operation Date.

The Private Partner shall:

1. Design, develop, and deploy the Platform (PWA and/or Mobile Application) at its own cost;
2. Operate, maintain, and commercially exploit the platform during the concession period;
3. Provide 24/7 tourist support to ensure service quality;
4. Finance 100% of system development and operations/maintenance costs;
5. Transfer ownership of the platform, source code, technical documentation to the Municipality at the end of the concession period.

LGU Responsibilities

- Provide policy and institutional support
- Integrate local tourism offices, business permit divisions, accreditation processes
- Promote platform as official tourism system
- Provide assistance in marketing and promotion
- Coordinate with merchants and tourism stakeholders
- Ensure regulatory compliance of operators
- Receive and manage LGU share of revenues
- Exercise oversight over service quality, pricing fairness, tourist safety
- Provide access to municipal tourism assets (Cagsawa Ruins, Budiao Ruins, etc.)

Development Period:

Ten (10) to (180) calendar days from Notice to Proceed (NTP), inclusive of development, testing, cybersecurity validation, merchant onboarding, pilot deployment, and LGU acceptance.

D. REVENUE MODEL AND SHARING ARRANGEMENT

1. Revenue Model Overview

The Integrated Tourism Web and Mobile Application Platform shall operate under a commission-based revenue model, whereby revenues are generated from commissions charged on successful tourism service transactions processed through the platform.

The Private Partner shall be responsible for collecting payments from end users, including the applicable platform commission, through BSP-regulated payment gateways.

2. Commission Collection and and Net Proceeds

The commissions shall be collected by the Private Partner at the point of transaction. For purposes of revenue sharing, only NET Commission Receipts shall be considered.

Net Commission Receipts shall mean:

Gross Commission Collected

LESS:

- **Payment gateway fees**
- **Refunds, chargebacks, and transaction reversals (if any)**

Only Net Commission Receipts shall be subject to sharing between the Municipality and the Private Partner.

3. Revenue Sharing Structure

Net Commission Receipts shall be shared between the Municipality of Daraga (“LGU”) and the Private Partner as follows:

- Cagsawa Ruins Gate Revenues (Gate admissions/ticket sales)
 - Sixty percent (60%) - LGU
 - Forty percent (40%) - Private Partner
- Other Tourism Service Transactions
 - Fifty percent (50%) - LGU
 - Fifty percent (50%) - Private Partner

4. Revenue Classification and Transparency

All transactions shall be system-tagged and classified according to service type to ensure accurate application of the revenue-sharing structure.

5. Remittance and Audit

The private partner shall remit the LGU’s share of NET Commission Receipts every Fifteen (15) days, supported by system-generated financial reports.

All revenue records shall be subject to audit by the LGU or its authorized representatives in accordance with applicable laws and regulations.

E. KEY PERFORMANCE INDICATORS (KPIs)

The Private Partner shall meet the following KPIs:

Platform Performance:

- System Uptime: ≥ 99.5% monthly

- Average Page Load Time: < 5 seconds
- Transaction Processing Speed: < 10 seconds
- Annual Cybersecurity Audit: "Passed" rating

Tourist Usage & Experience:

- Platform User Growth: Minimum ≥ 5% year-over-year
- Booking Conversion Rate: ≥ 3–5%
- Customer Satisfaction Score: ≥ 3.5/4 average

Merchant Participation:

- Onboarded Merchants: Minimum 50 in Year 1, expansion yearly
- Merchant Activation Rate: ≥ 65%
- Merchant Satisfaction Score: ≥ 4.3/5
- Compliance Rate: ≥ 95%

F. ESTIMATED PROJECT COSTS

All costs shall be fully financed by the Private Partner.

Capital Expenditure (CAPEX):

- Software Development (Web Platform + PWA + Mobile Application)
- Payment Gateway Integration
- QR Ticketing & Validation Infrastructure:
- Cybersecurity & Data Privacy Compliance:
- Hosting & Cloud Infrastructure:
- Project Management, Testing & Deployment:

Operating Expenditure (OPEX)

Annual OPEX (with set annual incremental projections)

- Year 1 to 6
- Presentation Of Total Lifecycle Cost

Note: Bidders shall provide detailed breakdowns.

G. ELIGIBILITY OF PROPONENTS

Legal Eligibility

Proposers must submit the following to establish legal eligibility:

- For Philippine Corporations:
 - SEC Certificate of Registration
 - Articles of Incorporation and By-Laws (with all amendments, if any)
 - General Information Sheet (GIS)- latest filed with SEC
 - Mayor's/Business Permit
- For Foreign Corporations:
 - Certificate of Registration in home country
 - Certificate of Good Standing (or equivalent)

- Board Resolution authorizing participation in the bidding
- Appointment of Philippine-based representative/agent
- Commitment to form Special Purpose Vehicle (SPV) if awarded
- For Joint Ventures/Consortia:
 - All documents listed above for each member
 - Executed Joint Venture Agreement (JVA) specifying:
 - Each member's equity participation
 - Nominated lead member
 - Authorized signatory
 - Joint and several liability clause
 - Confirmation that JV complies with Philippine foreign equity restrictions if applicable
- Authority of Signatory:
 - Board Resolution or Secretary's Certificate authorizing the signatory
 - Valid ID of authorized signatory
 - Notarized Special Power of Attorney (if representative is signing)
- PhilGEPS Registration:
Valid PhilGEPS Certificate of Registration and Platinum Membership
- NPC Registration

Technical Eligibility

- Company Profile
- Proposers must demonstrate proven track record and technical capacity by submitting:

Statement of Experience- Minimum Requirements:

- At least One (1) completed and operational digital platform projects of similar nature and complexity within the last Three (3) years, involving any of the following:
 - Mobile Application (IOS and/or Android) development
 - Progressive Web Application (PWA) development
 - Multi-tenant marketplace or multi-client framework

For each project, submit:

- Project name and description
- Client name and contact information
- Contract amount and duration
- Scope of work and deliverables
- Completion certificate or client reference letter
- Screenshots or links to live platform
- Key Personnel - Minimum Qualifications:

Position	Minimum Qualifications
Project Manager	<ul style="list-style-type: none"> • At least 2 years ICT project management experience
Data Privacy Officer	<ul style="list-style-type: none"> • At least 2 years experience in ICT
Lead Software Architect/Developer	<ul style="list-style-type: none"> • At least 7 years full-stack development experience • Expertise in PWA and/or mobile application technologies (including iOS/Android native or hybrid frameworks), cloud architecture
UX/UI Designer	<ul style="list-style-type: none"> • At least 3 years web/mobile app design experience
Cybersecurity Specialist	<ul style="list-style-type: none"> • At least 5 years cybersecurity and data privacy experience • Relevant certifications (CISSP, CEH, or equivalent)
Customer Support Manager	<ul style="list-style-type: none"> • At least 3 years customer service management experience • Experience in 24/7 support operations • Bilingual (Filipino and English)
Helpdesk Support	<p>At least Ten (10) employees with at least 2 years experience</p>

Submit CVs, Affidavit of Employment and relevant certifications for all key personnel (if any).

- Partnership With Payment Gateway:
 - Executed Memorandum of Understanding (MOU) or partnership agreement with at least ONE (1) BSP-accredited payment gateway provider
 - Payment Gateway Partnership Declaration Form

Financial Eligibility

Required Documents:

- Proof of Financial Capacity, through any of the following:
 - Bank certification or
 - Commitment letter from financial institution to provide project financing or
 - Certificate of cash availability for project investment
- For Joint Ventures:
 - Financial statements of each member
 - Combined financial capacity must meet minimum requirements
 - At least one member must meet 50% of minimum net worth requirement
- Tax Compliance:
 - BIR Certificate of Registration
 - Audited Financial Statements filed with BIR
 - Certificate of Tax Clearance

Other Eligibility Requirements

- Omnibus Sworn Statement certifying that:
 - The proposer is not blacklisted or suspended by any government agency
 - No conflict of interest exists
 - The proposer has not been convicted of any criminal offense
 - Compliance with all Philippine laws and regulations
 - Commitment to Code of Conduct and ethical business practices
- Disclosure Statement:
 - List of all ongoing government contracts and PPP projects
 - List of any pending litigation or disputes
 - Disclosure of any relationship with LGU officials or PBAC members
- Bid Securing Declaration- In Lieu of proposal security/ Bid Bond- Duly notarized
- Bid Form

Technical Proposal

- Technical Proposal Submission Form (Letter, proposer information, document checklist) - *all pages must be signed by authorized signatory*
- Platform architecture, PWA and/or Mobile Application technical design
- Cybersecurity and data privacy framework
- Operations and maintenance plan
- Customer support protocol
- Merchant Terms and Conditions
- KPI compliance and monitoring approach
- Transfer plan at end of concession
- Merchant onboarding and training program
- Marketing and promotion strategy
- Business continuity and disaster recovery plan
- Project Work Plan (Build Phase:10-180 days from NTP)
- Development and Testing Methodology

- Go-Live and Transaction Plan
- Hosting Infrastructure Plan and Uptime SLA
- Risk Management Plan and Risk Matrix
- *Innovation and Value-Added Features (optional but scored)*
- *Digital Inclusion and Social Impact (optional but scored)*

Financial Proposal

- Financial Proposal Form (*all pages must be signed by authorized signatory*)
- Proposed commission structure
- Proposed revenue-sharing arrangement
- Financial model and assumptions
- CAPEX breakdown
- OPEX breakdown
- 6- Year Revenue and and LGU Share Projection with NPV Calculation
- Key Financial Indicators (NPV, IRR $\geq 15\%$, Payback Period, Debt-to-Equity Ratio)
- Sensitivity Analysis and Financial Risk Scenarios (minimum 3 scenarios)
- Financing Plan and Capital Structure (confirmed funding sources, debt-equity mix)
- *Upside Sharing and Performance Incentive Provisions (if any)*
- Job Creation and Employment Impact Projections (target ≥ 300 direct + indirect + induced jobs)
- MSME Support and Inclusivity Measures (free training, digital literacy, preferential treatment for local merchants)
- Tourism Impact Projections (arrivals, spending, length of stay, target +10% arrivals, +15% spending)

H. AVAILABILITY OF TENDER DOCUMENTS

Available beginning February 9, 2026 at:

Office of the Municipal Administrator
Municipality of Daraga, Albay
San Roque, Daraga, Albay
www.daragalgu.gov.ph

Document Fee: PHP 10,000.00 (non-refundable)

Payment: Cash or Manager's Check payable to "Municipality of Daraga"

I. PRE-PROPOSAL CONFERENCE

MANDATORY Pre-Proposal Conference:

Date: February 24, 2026

Time: 2:00 PM

Venue: DTCAO Conference Room, 2F Daraga Municipal Hall, Daraga, Albay

Attendance is mandatory. Non-attendance shall be grounds for disqualification.

J. SUBMISSION OF PROPOSALS

Deadline: April 15, 2026, 2:00 PM

Submission Address: PPP Bids and Awards Committee

Office of the Municipal Administrator
Municipality of Daraga, Albay

Number of Copies:

- One (1) original clearly marked "ORIGINAL"
- Three (3) copies marked "COPY 1", "COPY 2", "COPY 3"

Packaging and Labeling:

- Each envelope (A,B) must be separately sealed and labeled
A- Legal, Technical, and Financial Eligibility
B- Technical Proposal and Financial Proposal

All two envelopes, placed in one outer sealed envelope/package. Outer package clearly labeled:

"PROPOSAL FOR DARAGA TOURISM WEB AND/OR MOBILE APPLICATION
PLATFORM BOT PPP PROJECT" PPP PROJECT REFERENCE NO.:
DARAGA-PPP-2026-001 [NAME OF PROPOSING ENTITY] DO NOT OPEN
BEFORE APRIL 15, 2026, 2:00 PM

Late proposals shall not be accepted.

K. OPENING OF PROPOSALS

Date: April 15, 2026

Time: 3:00 PM

Venue: DTCAO Conference Room, 2F Daraga Municipal Hall

Public opening witnessed by proposers' authorized representatives.

L. EVALUATION PROCESS

Quality-Cost Based Selection (QCBS):

- Technical Proposal: 70%
- Financial Proposal: 30%

Minimum Technical Score: 70 points (out of 100)

M. INDICATIVE TIMELINE

Activity	Date
Publication of Invitation	February 9, 2026
Availability of Bidding Documents	February 9, 2026
Pre-Proposal Conference	February 24, 2026
Deadline for Clarifications	February 27, 2026
Issuance of Supplemental/Bid Bulletin	March 2, 2026
Deadline for Submission of Proposals	April 15, 2026

Opening of Proposals	April 15, 2026
Evaluation of Proposals	April 22, 2026
Post-Qualification	April 29, 2026
Notice of Award	April , 2026
Contract Negotiation and Signing	April , 2026
Notice to Proceed	April , 2026

Timeline is indicative and subject to PBAC adjustment.

SECTION II- INSTRUCTIONS TO PROPOSERS

This Section provides the rules, requirements, and procedures governing the preparation, submission, evaluation, and approval of proposals for this solicited Public–Private Partnership (PPP) Project. All Proposers are required to read and strictly comply with the provisions of this Section.

2.1 Legal Basis and Nature of the Procurement

This Project is a solicited Public–Private Partnership undertaken pursuant to Republic Act No. 11966 (Public–Private Partnership Code of the Philippines) and its Implementing Rules and Regulations. The Project shall be implemented under a Build–Operate–Transfer (BOT) modality for a concession period of six (6) years.

The Feasibility Study approved by the Municipality serves as the baseline for the Project. Final technical, financial, and commercial terms shall remain subject to evaluation and approval by the LGU in accordance with applicable laws.

2.2 Eligibility and Qualification of Proposers

The PBAC shall conduct an eligibility screening based on completeness and compliance with the requirements mentioned in Section I.

2.3 Disqualification of Proposers

A Proposer shall be disqualified if it:

- Submits false or misleading information
- Fails to meet eligibility or qualification requirements
- Has been blacklisted by any government agency
- Has conflict of interest with the LGU or its officials
- Fails to submit any required document or security

2.4 Pre-Proposal Conference and Clarifications

A mandatory Pre-Proposal Conference shall be conducted on the date specified in Section I. Only Proposers who attend the Pre-Proposal Conference shall be eligible to submit proposals.

Proposers may submit written clarification requests within the period prescribed by the LGU. Responses to clarifications shall be issued through official Bid Bulletins, which shall form an integral part of the Tender Documents.

2.5 Structure and Contents of Proposals

Proposals shall be submitted under a Two-Envelope System:

- Envelope A: Legal, Technical, and Financial Eligibility
- Envelope B: Technical Proposal and Financial Proposal

(See Section I G)

2.6 Submission of Proposals

Proposals shall be submitted in sealed envelopes clearly marked with the Project title, Proposer's name, and envelope designation. The number of copies and submission format shall be as specified in the Invitation to Submit Proposals.

Method of Submission:

- Hand delivery or courier service only
- No electronic or email submissions accepted
- Late proposals shall not be accepted under any circumstances
- Proposers must obtain official receipt of submission

Confidentiality

- Proposals shall be treated as confidential until after award
- Only authorized PBAC members and evaluators may access proposal contents
- Information submitted may be subject to disclosure under Freedom of Information if it pertains to public interest
- Proprietary technical information shall be protected to the extent allowed by law

2.7 Proposal Validity Period

Proposals shall remain valid for a period of one hundred twenty (120) calendar days from the date of proposal submission, unless extended by the LGU upon written request.

2.8 Evaluation of Proposals

Proposals shall be evaluated in accordance with the Quality–Cost Based Selection (QCBS) method described in Section III of this Tender Document. Only Proposers that meet the minimum technical score shall have their Financial Proposals opened and evaluated.

(Detailed criteria are provided in Section III)

2.9 Reservation of Rights of the LGU

The PBAC shall:

- Rank all proposers based on combined scores
- Prepare Evaluation Report documenting the scoring and rationale
- Recommend the Highest Ranked Proposer (HRP) for post-qualification
- Reserve the right to negotiate with the HRP
- If HRP fails post-qualification or negotiations, proceed to second-ranked proposer

Reject Proposals:

- Reject any or all proposals if not in the interest of the LGU
- Declare a failure of bidding if no compliant proposals received
- Reject proposals with material inconsistencies or misrepresentations
- Waive minor non-material defects with proposer's concurrence

2.10 Communications and Notices

All official communications regarding this Project shall be directed to the LGU through the contact details specified in Section I. Verbal communications shall not be recognized.

SECTION III - EVALUATION CRITERIA DETAILED MATRICES

EVALUATION PROCESS OVERVIEW

Three-stage evaluation using Quality-Cost Based Selection (QCBS):

STAGE 1: Eligibility Screening (Pass/Fail)

STAGE 2: Technical Evaluation (100-point scale, min. 70 to pass)

STAGE 3: Financial Evaluation (100-point scale)

COMBINED SCORING:

Total Score = (Technical Score × 70%) + (Financial Score × 30%)

Highest combined score wins, subject to post-qualification.

STAGE 1: ELIGIBILITY SCREENING

Pass/Fail assessment of basic eligibility

- Business Permit
- SEC Registration
- BIR Certificate of Registration
- Company profile

All requirements must be met. Only eligible proposers proceed to Stage 2.

STAGE 2: TECHNICAL EVALUATION METRICS

Total: 100 Points

Minimum Passing Score: 70 Points

A. UNDERSTANDING OF PROJECT AND TECHNICAL APPROACH (20 points)

A1. Understanding of Project Objectives (5 points)

Score	Criteria
5	Excellent: Comprehensive grasp of tourism digitalization goals, MSME support, revenue generation, and visitor experience improvement
3-4	Good: Adequate understanding of main objectives
1-2	Fair: Limited or superficial understanding
0	Poor: Fails to demonstrate understanding

A2. Problem Analysis and Solution Fit (5 points)

Score	Criteria
5	Excellent: Clearly identifies Daraga tourism challenges and proposes highly relevant solutions
3-4	Good: Identifies major challenges with appropriate solutions
1-2	Fair: Generic problem identification and solutions
0	Poor: Inadequate analysis

A3. Technical Approach and Methodology (5 points)

Score	Criteria
5	Excellent: Comprehensive, innovative, well-structured methodology; best practice applied
3-4	Good: Sound methodology with clear phases
1-2	Fair: Basic methodology lacking detail
0	Poor: Unclear or inadequate methodology

A4. Alignment with PWA Best Practices (5 points)

Score	Criteria
5	Excellent: Strong alignment with modern PWA and/or mobile app standards (performance, accessibility)
3-4	Good: Adequate PWA and/or mobile app standards application
1-2	Fair: Limited PWA and/or mobile app optimization
0	Poor: Does not meet PWA/mobile app standards

B. SYSTEM ARCHITECTURE AND TECHNOLOGY STACK (20 points)

B1. System Architecture Design (6 points)

Score	Criteria
6	Excellent: Scalable, modular, cloud-native architecture; clear separation; microservices approach
4-5	Good: Sound architecture with good scalability
2-3	Fair: Basic architecture with limited scalability
0-1	Poor: Inadequate or unclear architecture

B2. Technology Stack Selection (5 points)

Score	Criteria
5	Excellent: Modern, proven technologies for web and/or mobile; justification provided; alignment with government standards
3-4	Good: Appropriate technologies with adequate justification
1-2	Fair: Outdated or poorly justified choices
0	Poor: Inappropriate technology stack

B3. Database Design and Data Management (3 points)

Score	Criteria
3	Excellent: Robust database design; data integrity, backup, recovery measures
2	Good: Adequate database design
1	Fair: Basic database design
0	Poor: Inadequate data management

B4. Integration Capabilities (3 points)

Score	Criteria
3	Excellent: Strong API design; multiple integration points
2	Good: Adequate integration capabilities
1	Fair: Limited integration
0	Poor: Poor integration design

B5. Scalability and Performance Optimization (3 points)

Score	Criteria
3	Excellent: Clear scalability path; load balancing; caching; CDN; performance benchmarks
2	Good: Adequate scalability considerations
1	Fair: Limited scalability planning
0	Poor: No scalability measures

C. IMPLEMENTATION METHODOLOGY AND TIMELINE (15 points)

C1. Project Work Plan and Phases (5 points)

Score	Criteria
5	Excellent: Detailed work breakdown; clear milestones; logical sequencing; realistic timelines
3-4	Good: Adequate work plan with clear phases
1-2	Fair: Basic work plan lacking detail
0	Poor: Inadequate or unrealistic work plan

C2. Development and Testing Methodology (4 points)

Score	Criteria
4	Excellent: Agile methodology; CI/CD; comprehensive testing (unit, integration, UAT, security)
2-3	Good: Sound development approach
1	Fair: Basic methodology
0	Poor: Inadequate methodology

C3. Merchant Onboarding Strategy (3 points)

Score	Criteria
3	Excellent: Comprehensive onboarding plan; phased approach; training programs; support mechanisms
2	Good: Adequate onboarding strategy
1	Fair: Limited onboarding plan
0	Poor: No clear onboarding strategy

C4. Go-Live and Transition Plan (3 points)

Score	Criteria
3	Excellent: Detailed deployment plan; pilot phase; rollback procedures; post-launch support
2	Good: Adequate transition planning
1	Fair: Basic transition plan
0	Poor: Inadequate transition planning

D. OPERATIONS, MAINTENANCE, AND SUPPORT PLAN (15 points)

D1. Hosting and Infrastructure Management (4 points)

Score	Criteria
4	Excellent: Reliable cloud hosting; 99.9%+ uptime SLA; auto-scaling; disaster recovery; backup strategy
2-3	Good: Adequate hosting with reasonable uptime
1	Fair: Basic hosting arrangement
0	Poor: Inadequate infrastructure

D2. Customer Support System (4 points)

Score	Criteria
4	Excellent: 24/7 multilingual support; multiple channels; ticketing system; escalation procedures; local team in Daraga
2-3	Good: Adequate support coverage
1	Fair: Limited support capabilities
0	Poor: Inadequate support system

D3. Maintenance and Continuous Improvement (3 points)

Score	Criteria
3	Excellent: Regular updates; proactive monitoring; feature enhancement roadmap; user feedback integration
2	Good: Adequate maintenance plan
1	Fair: Basic maintenance approach
0	Poor: No clear maintenance strategy

D4. Marketing and User Acquisition (4 points)

Score	Criteria
4	Excellent: Comprehensive digital marketing strategy; SEO/SEM; social media; partnerships; merchant activation campaigns
2-3	Good: Adequate marketing approach
1	Fair: Limited marketing plan
0	Poor: No clear marketing strategy

E. TEAM QUALIFICATIONS AND EXPERIENCE (15 points)

E1. Company Track Record (5 points)

Score	Criteria
5	Excellent: Extensive relevant experience; 3+ similar projects (mobile or PWA)
3-4	Good: Good track record with 1-2 similar projects (mobile or PWA)
1-2	Fair: 1 similar project but with limited documentation
0	Poor: Insufficient track record

E2. Key Personnel Qualifications (5 points)

Score	Criteria
5	Excellent: All key personnel exceed minimum requirements; relevant certifications; proven expertise in tourism tech
3-4	Good: Personnel meet requirements well
1-2	Fair: Personnel barely meet minimum requirements
0	Poor: Personnel do not meet requirements

E3. Team Structure and Organization (3 points)

Score	Criteria
3	Excellent: Clear organizational structure; defined roles; adequate team size; local presence/commitment
2	Good: Adequate team structure
1	Fair: Basic team organization
0	Poor: Unclear or inadequate team structure

E4. Knowledge Transfer and Capacity Building (2 points)

Score	Criteria
2	Excellent: Comprehensive training plan for LGU staff; documentation; knowledge transfer methodology
1	Good: Adequate training provisions
0.5	Fair: Limited capacity building
0	Poor: No training plan

F. RISK MANAGEMENT AND QUALITY ASSURANCE (10 points)

F1. Risk Identification and Mitigation (4 points)

Score	Criteria
4	Excellent: Comprehensive risk matrix; mitigation strategies for technical, operational, financial, cybersecurity risks
2-3	Good: Adequate risk management
1	Fair: Basic risk identification
0	Poor: Inadequate risk management

F2. Cybersecurity and Data Privacy Compliance (4 points)

Score	Criteria
4	Excellent: Robust security framework, DPA compliance
2-3	Good: Adequate security measures
1	Fair: Basic security provisions
0	Poor: Inadequate security

F3. Quality Assurance and Testing Protocols (2 points)

Score	Criteria
2	Excellent: Comprehensive QA plan; automated testing; performance testing; security testing; UAT
1	Good: Adequate testing approach
0.5	Fair: Limited testing
0	Poor: Inadequate QA

G. INNOVATION AND VALUE-ADDED FEATURES (5 points)

G1. Innovative Solutions and Features (3 points)

Score	Criteria
3	Excellent: Proposes innovative features beyond requirements (AI recommendations, predictive analytics, AR/VR, advanced personalization)
2	Good: Some innovative elements
1	Fair: Minimal innovation
0	Poor: No additional innovation

G2. Digital Inclusion and Social Impact (2 points)

Score	Criteria
2	Excellent: Proposes specific digital inclusion features, accessibility for PWDs (WCAG compliance), support for low-bandwidth users, multilingual interface, preferential onboarding support for micro-enterprises and informal tourism operators
1	Good: Some consideration for accessibility or inclusive design
0.5	Fair: Minimal or generic social considerations
0	Poor: No social or inclusion considerations

Total Technical Score: 100 Points

Minimum Passing Score: 70 Points

Only proposers scoring 70+ points proceed to Financial Evaluation.

STAGE 3: FINANCIAL EVALUATION METRICS

A. REVENUE MAXIMIZATION FOR LGU (30 points)

A1. Proposed LGU Revenue Share Percentage (12 points)

Scoring Formula:

$$\text{Score} = (\text{Proposer's LGU Share \%} / \text{Highest LGU Share \% Among All Proposers}) \times 12$$

Example:

- Proposer A offers 65% LGU share (highest) → Score = (65/65) × 12 = 12 points
- Proposer B offers 60% LGU share → Score = (60/65) × 12 = 11.08 points

Baseline: 60% for Cagsawa, 50% for others
Higher revenue share percentages score higher

A2. Total Projected LGU Revenues - 6-Year NPV (12 points)

Scoring Formula:

$$\text{Score} = (\text{Proposer's Total LGU Revenue NPV} / \text{Highest LGU Revenue NPV}) \times 12$$

Based on financial model projections
Higher total LGU revenues score higher
Revenues must be realistic and supported by conservative assumptions

Note: Revenue projections that exceed the LGU Feasibility Study baseline by more than thirty percent (30%) without adequate supporting demand data, market analysis, or justified assumptions shall be flagged for additional scrutiny during post-qualification. The PBAC reserves the right to require a proposer to defend the basis of its revenue projections during post-qualification proceedings.

A3. Upside Sharing and Performance Incentives (6 points)

Score	Criteria
6	Excellent: Offers upside sharing if revenues exceed projections; performance bonuses; additional revenue streams for LGU
4-5	Good: Some upside considerations
2-3	Fair: Standard revenue sharing only
0-1	Poor: No upside provisions

B. FINANCIAL SOUNDNESS AND VIABILITY (25 points)

B1. Completeness and Quality of Financial Model (8 points)

Score	Criteria
-------	----------

8	Excellent: Comprehensive model with all components (CAPEX, OPEX, revenues, cash flows, sensitivities); clear assumptions; realistic projections
5-7	Good: Good financial model with minor gaps
2-4	Fair: Basic financial model
0-1	Poor: Inadequate financial model

B2. Financial Indicators - NPV, IRR, Payback (7 points)

Score	Criteria
7	Excellent: Strong positive NPV for both parties; IRR >15%; payback period no later than Year 5, consistent with or better than the LGU Feasibility Study baseline (Year 4–5); demonstrates viability consistent with or exceeding the LGU Feasibility study baseline
4-6	Good: Acceptable financial returns
2-3	Fair: Marginal financial viability
0-1	Poor: Questionable viability

B3. Sensitivity Analysis and Risk Scenarios (5 points)

Score	Criteria
5	Excellent: Comprehensive sensitivity testing; multiple scenarios; stress testing; risk mitigation in financial terms
3-4	Good: Adequate sensitivity analysis
1-2	Fair: Limited scenario testing
0	Poor: No sensitivity analysis

B4. Financing Plan and Capital Structure (5 points)

Score	Criteria
5	Excellent: Clear financing strategy; confirmed funding sources; appropriate debt-equity mix; financial commitments from backers
3-4	Good: Sound financing approach
1-2	Fair: Unclear financing plan
0	Poor: Inadequate financing strategy

C. TARIFF AND PRICING STRUCTURE (20 points)

Note on Financial Indicators: Financial projections submitted by proposers shall be benchmarked against the LGU Feasibility Study baseline during evaluation. Projections that fall significantly below the FS baseline without adequate justification shall be scored accordingly under B2.

C1. Competitiveness of Commission Rates (10 points)

Score	Criteria
10	Excellent: Commission $\leq 10\%$ (competitive with industry standards)
7-9	Good: Commission 10-12%
4-6	Fair: Commission 12-15%
0-3	Poor: Commission $> 15\%$ (may burden merchants)

Lower commission rates score higher as they benefit merchants

C2. Affordability for MSME Merchants (5 points)

Score	Criteria
5	Excellent: Tiered commission favoring small merchants; no onboarding fees for Daraga MSMEs; payment flexibility
3-4	Good: Some provisions for MSME affordability
1-2	Fair: Standard rates for all
0	Poor: Rates may burden MSMEs

C3. Transparency and Simplicity (5 points)

Score	Criteria
5	Excellent: Clear, simple tariff structure; no hidden fees; easy to understand
3-4	Good: Generally transparent
1-2	Fair: Some complexity
0	Poor: Opaque or complex pricing

D. ECONOMIC AND SOCIAL BENEFITS (15 points)

D1. Job Creation and Employment Impact (6 points)

Based on projected direct, indirect, and induced jobs:

Score	Criteria
-------	----------

6	Excellent: Projected ≥ 300 jobs (direct + indirect + induced)
4-5	Good: Projected 200-299 jobs
2-3	Fair: Projected 100-199 jobs
0-1	Poor: Projected < 100 jobs

D2. MSME Support and Inclusivity Measures (5 points)

Score	Criteria
5	Excellent: Comprehensive MSME support program; free training; digital literacy initiatives; preferential treatment for local merchants
3-4	Good: Good MSME support provisions
1-2	Fair: Basic MSME considerations
0	Poor: No specific MSME support

D3. Tourism Impact - Arrivals, Spending, Length of Stay (4 points)

Score	Criteria
4	Excellent: Significant projected impact on arrivals (+10%+), spending (+15%+), length of stay; supported by data
2-3	Good: Moderate tourism impact projections
1	Fair: Minimal impact projections
0	Poor: No clear tourism impact

E. COST EFFICIENCY AND VALUE FOR MONEY (10 points)

E1. Reasonableness of CAPEX and OPEX (5 points)

Score	Criteria
5	Excellent: Cost estimates realistic and competitive; no excessive costs; efficient resource allocation
3-4	Good: Reasonable cost structure
1-2	Fair: Some cost concerns
0	Poor: Excessive or unrealistic costs

E2. Operational Efficiency and Sustainability (5 points)

Score	Criteria
5	Excellent: Lean operations; automation; cost optimization strategies; long-term sustainability measures
3-4	Good: Adequate efficiency
1-2	Fair: Limited efficiency measures
0	Poor: Inefficient operations

Total Raw Financial Score: 100 Points

Financial Score Normalization:

The highest raw financial score = 100 points

Other proposers scored proportionally

Normalized Score = (Proposer's Raw Score / Highest Raw Score) × 100

1. COMBINED SCORING AND RANKING

Combined Score Calculation:

Combined Score = (Technical Score × 0.70) + (Normalized Financial Score × 0.30)

Example:

Proposer A:

Technical = 85

Financial (normalized) = 100

Combined = (85 × 0.70) + (100 × 0.30) = 59.5 + 30 = 89.5

Proposer B:

Technical = 92

Financial (normalized) = 94.44

Combined = (92 × 0.70) + (94.44 × 0.30) = 64.4 + 28.33 = 92.73

Proposer B ranks first with 92.73 combined points.

Ranking:

All proposers passing technical evaluation (≥70 points) ranked by combined scores from highest to lowest.

HIGHEST RANKED PROPOSER (HRP) recommended for post-qualification.

Tie-Breaking Rules (in order):

- Higher Technical Score wins
- If still tied, higher LGU Revenue Share percentage wins
- If still tied, higher Total Projected LGU Revenues wins

- If still tied, PBAC conducts draw lots

2. EVALUATION REPORT

PBAC/TWG shall prepare comprehensive Evaluation Report documenting:

- List of all proposers
- Results of eligibility screening
- Technical evaluation scores with detailed sub-scores
- Financial evaluation scores with detailed sub-scores
- Combined scores and ranking
- Recommendation of HRP
- Justification and findings
- Minutes of evaluation proceedings

Report submitted to Municipal Mayor for appropriate action.

3. TRANSPARENCY AND CONFIDENTIALITY

- All evaluations conducted in closed sessions
- Evaluators sign confidentiality and conflict-of-interest declarations
- Proposals treated as confidential until award
- Evaluation results announced publicly after post-qualification
- Losing proposers may request debriefing

4. RIGHT TO REJECT AND NEGOTIATE

PBAC reserves the right to:

- Reject any or all proposals if not in LGU's interest
- Declare failure of bidding if no compliant proposals
- Negotiate with HRP to optimize value for money
- Award to second-ranked proposer if HRP fails post-qualification
- Seek clarifications during evaluation
- Request additional information or presentations

5. POST-QUALIFICATION and AWARD

Post-Qualification Process

The Highest Ranked Proposer (HRP) shall undergo post-qualification to verify authenticity and validity of all submitted documents

Negotiations

Upon successful post-qualification, the LGU may enter into negotiations with the HRP to:

- Finalize technical specifications and deliverables
- Refine implementation timeline and milestones
- Clarify financial terms and payment mechanisms
- Optimize risk allocation and contractual provisions
- Enhance value for money outcomes

Negotiations shall NOT:

- Substantially deviate from original proposal
- Disadvantage the LGU or public interest
- Compromise minimum technical or financial standards

Approval and Award

a) PBAC Recommendation

- The PBAC prepares a Resolution recommending award to the Highest Rated Proponent (HRP)
- The Resolution is submitted to the Municipal Mayor

b) Mayor's Approval

- The Municipal Mayor reviews and approves the PBAC recommendation
- Upon approval, the Mayor authorizes the issuance of the Notice of Award

c) Notice of Award

- The LGU issues the Notice of Award (NOA) to the winning Proposer
- The NOA specifies conditions precedent and the timeline for contract signing

d) Posting of Award

- Award results are posted on the LGU website and in conspicuous public places
- Losing Proposers are formally notified in writing

Contract Signing

Timeline:

- Contract signing within FIFTEEN (15) calendar days from NOA
- Extension may be granted for valid reasons

Notice to Proceed

Upon contract signing and compliance with conditions precedent:

- LGU issues Notice to Proceed (NTP)
- Private Partner commences project implementation
- Timelines and milestones begin from NTP date

Failure to Sign Contract

If winning proposer fails to sign without justifiable reason:

- Award may be revoked
- Performance security (if posted) forfeited
- Proposer may be blacklisted
- PBAC may award to second-ranked proposer

SECTION IV - FORMS AND TEMPLATES

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

OMNIBUS SWORN STATEMENT

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

1. [Select one, delete the others]:
 - a. [If sole proprietorship]: I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [Address of Bidder]
 - b. [If partnership/corporation/cooperative/joint venture]: I am the duly authorized and designated representative of [Name of Bidder] with office address at [Address of Bidder];
2. [Select one, delete the others]:
 - a. [If sole proprietorship]: As the owner and sole proprietor or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the Proposal, and to sign and execute the ensuing PPP Contract for the Project, as supported by the attached duly notarized Special Power of Attorney for authorized representative;
 - b. [If 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 Proposal, and to sign and execute the ensuing PPP Contract for the Project, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
3. [Name of Bidder] is not "blacklisted" or barred from bidding or entering into any PPP contract by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, or by any foreign government or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
4. Each of the documents submitted in satisfaction of the Eligibility Requirements, Technical Proposal, and Financial Proposal is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Municipal Mayor of Daraga, the PPP Bids and Awards Committee (PBAC), and their duly authorized representatives to verify all submitted documents, including representations regarding technical experience, financial capacity, and personnel qualifications;

6. [Select one, delete the others]:
 - a. [If sole proprietorship]: The [Name of Bidder] and its spouse are not related by consanguinity or affinity up to the third civil degree to the Municipal Mayor, members of the Sangguniang Bayan, the PPP Bids and Awards Committee (PBAC), the Technical Working Group (TWG), and the PBAC Secretariat, or any official of the Municipality of Daraga having direct supervision or authority over this PPP Project;
 - b. [If partnership]: The partnership itself and the partners of [Name of Bidder] are not related by consanguinity or affinity up to the third civil degree to the Municipal Mayor, members of the Sangguniang Bayan, the PBAC, the TWG, and the PBAC Secretariat, or any official of the Municipality of Daraga having direct supervision or authority over this PPP Project;
 - c. [If corporation or joint venture]: The corporation or joint venture itself, and its officers, directors, and controlling stockholders are not related by consanguinity or affinity up to the third civil degree to the Municipal Mayor, members of the Sangguniang Bayan, the PBAC, the TWG, and the PBAC Secretariat, or any official of the Municipality of Daraga having direct supervision or authority over this PPP Project;
7. It is understood that failure to faithfully disclose any relationship with the Municipal Mayor, members of the PBAC, the TWG, the PBAC Secretariat, or any official of the Municipality of Daraga with supervisory authority over this PPP Project, by consanguinity or affinity up to the third civil degree, as well as submission of beneficial ownership information containing false entries, shall be subject to disqualification from the PPP bidding process, without prejudice to criminal and civil liabilities under Republic Act No. 11966 and other applicable laws;
8. [Select one, delete the others]:
 - a. [If corporation]: [Name of Bidder] declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form duly submitted to the SEC, in compliance with applicable corporate disclosure laws;
 - b. [If Foreign Bidder / SPV]: [Name of Bidder] submitted an appropriate equivalent document in English issued by its country of origin, in accordance with applicable Philippine laws on foreign equity restrictions and special purpose vehicles;
9. [Name of Bidder] complies with existing labor laws and standards, including those relating to service workers and digital platform workers, and shall ensure compliance throughout the PPP concession period;
10. [Name of Bidder] has carefully read, examined, and understood all of the Tender Documents, including:
 - a. The Invitation to Submit Proposals (Section I);
 - b. The Instructions to Proposers (Section II);
 - c. The Evaluation Criteria and Matrices (Section III);
 - d. The Forms and Templates (Section IV); and
 - e. The Draft Public-Private Partnership Agreement (Section V);
11. [Name of Bidder] acknowledges all local and other conditions affecting the implementation of the PPP Contract, including but not limited to: local tourism

regulations, cybersecurity requirements, BSP payment gateway regulations, the Data Privacy Act of 2012, and all other applicable laws;

12. [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 official, personnel, or representative of the Municipality of Daraga, the PBAC, or the TWG in relation to this PPP procurement project;
13. [Name of Bidder] has not engaged in any collusion, bid rigging, or anti-competitive behavior in the preparation of its Proposal in connection with PPP Project Reference No. DARAGA-PPP-2026-001; and has not communicated its Proposal details to any competing proposer;
14. [Name of Bidder] commits to comply with all obligations under the PPP Contract, including financing 100% of the system development and operations/maintenance costs, meeting the prescribed Key Performance Indicators (KPIs), and transferring ownership of the platform, source code, and technical documentation to the Municipality of Daraga upon expiration of the six (6)-year concession period;
15. In case advance payment was made or given to [Name of Bidder], failure to perform or deliver any of the obligations and undertakings in the PPP Contract shall be sufficient grounds to constitute criminal liability under applicable laws.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

JURAT

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

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

Technical Proposal Submission Form

(To be submitted as part of Envelope B — Technical Proposal)

Date: _____

To:

The Chairperson, PPP Bids and Awards Committee (PBAC)
Municipality of Daraga, Province of Albay
T. Perez St., San Roque, Daraga, Albay

Re: Technical Proposal for PPP Project Reference No. DARAGA-PPP-2026-001 —
Development, Deployment, Operation and Transfer of an Integrated Tourism Web and/or
Mobile Application Platform Through a 6-Year Build-Operate-Transfer (BOT)

PART A — PROPOSER INFORMATION

Field	Details
Full Legal Name of Entity	
Type of Entity	
SEC Registration No.	
Principal Office Address	
Contact Person	
Telephone / Mobile No.	
Email Address	
PhilGEPS Registration No.	
Name of Authorized Signatory	

Position of Authorized Signatory	
---	--

PART B — PROPOSAL LETTER

I/We, the undersigned, hereby submit our Technical Proposal for the above-referenced PPP Project and confirm that:

1. We have read, examined, and fully understood all Tender Documents (Sections I–V), including any Supplemental Bid Bulletins issued by the PBAC,
2. We confirm our attendance at the mandatory Pre-Proposal Conference held on February 24, 2026;
3. Our Technical Proposal shall remain valid for one hundred twenty (120) calendar days from the date of submission;
4. We commit to develop, deploy, operate, maintain, and transfer the Integrated Tourism Web and/or Mobile Application Platform in full compliance with all technical specifications and KPIs prescribed in the Tender Documents;
5. Our proposed solution is based on a Progressive Web Application (PWA) and/or native/hybrid Mobile Application (IOS/Android) architecture, compatible across desktop and mobile platforms, and shall include all Core Functional Components specified in Section I-B;
6. We commit to providing 24/7 customer support with a Daraga-based team (Filipino and English) throughout the entire concession period;
7. We understand that our Technical Proposal will be evaluated under the QCBS methodology in Section III, and that a minimum score of seventy (70) points out of one hundred (100) is required to proceed to financial evaluation; and
8. We understand that failure to meet any **mandatory technical requirement shall result in disqualification.**

PART C — TECHNICAL PROPOSAL DOCUMENT CHECKLIST

The following documents are included as components of this Technical Proposal (check all enclosed items):

Ref.	Component	Enclosed (✓)	Pages
C-1	Platform Architecture and PWA/Mobile Application Technical Design		

C-2	Cybersecurity Framework and Data Privacy Compliance Plan (RA 10173 / NPC requirements)		
C-3	Operations and Maintenance Plan		
C-4	Customer Support Protocol and 24/7 Support Plan		
C-5	Merchant Terms and Conditions		
C-6	KPI Compliance and Monitoring Approach		
C-7	Transfer Plan at End of Concession Period		
C-8	Merchant Onboarding and Training Program		
C-9	Marketing and User Acquisition Strategy		
C-10	Business Continuity and Disaster Recovery Plan		
C-11	Project Work Plan and Milestones (Build Phase: 10–180 days)		
C-12	Development and Testing Methodology (including UAT, security testing)		
C-13	Go-Live and Transition Plan (pilot deployment, rollback procedures)		
C-14	Hosting Infrastructure Plan and Uptime SLA (target ≥99.5% monthly)		
C-15	Risk Management Plan and Risk Matrix		
C-16	Innovation and Value-Added Features (optional but scored)		
C-17	Digital Inclusion and Social Impact (optional but scored)		

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

Financial Proposal Form

(To be submitted as part of Envelope B — Financial Proposal)

Date: _____

To: The Chairperson, PBAC, Municipality of Daraga, Province of Albay

We, the undersigned, hereby submit our Financial Proposal for PPP Project Reference No. DARAGA-PPP-2026-001 and confirm that:

1. Our Financial Proposal is valid for one hundred twenty (120) calendar days from the date of submission;
2. All financial projections are based on realistic, conservative, and fully supportable assumptions;
3. We commit to financing 100% of CAPEX and OPEX throughout the six (6)-year concession period without any government subsidy or LGU equity contribution;
4. Our proposed commission rates and LGU revenue-sharing arrangement are as stated in this form; and
5. We acknowledge that the LGU's share of Net Commission Receipts shall be remitted within fourteen (14) working days after each settlement cycle.

PART A — PROPOSED REVENUE SHARING ARRANGEMENT

The revenue-sharing arrangement offered must meet or exceed the baseline percentages set by the LGU. Offering a higher LGU share results in a higher financial score under criterion A1.

Revenue Category	LGU Share (%) Proposed	Private Partner Share (%)	LGU Baseline (min.)	Sum Must = 100%
Cagsawa Ruins Gate Admissions and Ticket Sales	_____ %	_____ %	60% (minimum)	100%
All Other Tourism Service Transactions (Accommodations, Tours, ATV, Rentals, Guides, Transport, etc.)	_____ %	_____ %	50% (minimum)	100%

PART B — PROPOSED COMMISSION RATES

Commission rates of 10% or below receive the highest score. Rates above 15% receive poor scores.

Service Category	Commission Rate (%)	Applied Per	Justification / Notes
Accommodations (Hotels, Inns, Homestays)	_____ %	Per Booking	
Adventure / ATV Operators	_____ %	Per Booking	
Tour Packages and Agencies	_____ %	Per Booking	
Local Tourist Guides	_____ %	Per Booking	
Vehicle / Motorcycle Rentals	_____ %	Per Booking	
Cagsawa Ruins / Attraction Ticket Sales	_____ %	Per Ticket	
Budiao Ruins / Other Attractions	_____ %	Per Ticket	
Other Tourism Services	_____ %	Per Transaction	

PART C — CAPITAL EXPENDITURE (CAPEX)

All CAPEX shall be fully financed by the Private Partner. Provide estimated amounts for each component.

CAPEX Component	Estimated Cost (PHP)	Remarks
Software Development (Core Platform + PWA + Mobile Application)		
Payment Gateway Integration		
QR Ticketing and Validation Infrastructure		

Cybersecurity and Data Privacy Compliance		
Hosting and Cloud Infrastructure (Year 0 Setup)		
Project Management, Testing, and Deployment		
Training Materials and Documentation		
Other CAPEX (please specify)		
TOTAL CAPEX	PHP _____	

PART D — ANNUAL OPERATING EXPENDITURE (OPEX)

Operational Expenses	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6
Hosting, Cloud Infrastructure & Security						
Operations Team						
Continuous System Development & Feature Enhancements						
Sales, Marketing & Merchant Acquisition						
Customer Support Tools & Communication Costs						
Administrative & Compliance Costs						
Total						

PART E — PROJECTED REVENUES AND LGU SHARE (6-YEAR NPV)

Item	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	6-Yr NPV
Gross Transaction Volume (PHP)							

Gross Commission Collected (PHP)							
Less: Payment Gateway Fees							
Less: Refunds / Chargebacks							
Net Commission Receipts							
LGU Share — Cagsawa Gate							
LGU Share — Other Transactions							
Total LGU Revenue							
Private Partner Net Share							

Discount Rate for NPV: _____ % | Base Year: 2026

PART F — KEY FINANCIAL INDICATORS

Financial Indicator	Proposed Value
Net Present Value (NPV) — Private Partner (PHP)	
Internal Rate of Return (IRR) (%)	
Payback Period (Years)	
Total 6-Year LGU Revenue — NPV (PHP)	

Total Investment Commitment — CAPEX + OPEX (PHP)	
Debt-to-Equity Ratio	
Applied Discount Rate (%)	

PART G — UPSIDE SHARING AND PERFORMANCE INCENTIVES (Optional — scored under A3)

Proposers may offer additional LGU benefits if actual revenues exceed projections. This section is optional but will receive higher scores under Financial Criterion A3.

Trigger Condition	Additional LGU Benefit Offered	Formula / Threshold

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

Company Profile and Statement of Experience

(To be submitted as part of Envelope A — Technical Eligibility)

PART A — COMPANY OVERVIEW

Field	Details
Full Legal Name	
Trade Name / Brand (if any)	
Type of Entity (as registered with SEC)	
Date of Incorporation / Registration	
SEC Registration No.	
Principal Business Address	
Company Website / URL	
Total Number of Employees	
Primary Business Activity	
Years in Digital Platform Development	

PART B — MANAGEMENT INFORMATION

Position	Full Name	Nationality
President / CEO		
Chief Technology Officer (CTO)		
Chief Financial Officer (CFO)		
Project manager		

PART C — STATEMENT OF EXPERIENCE

Minimum Requirement: At least one (1) completed and operational digital platform project of similar nature and complexity within the last three (3) years, specifically involving a Mobile Application(iOS/Android) or Progressive Web Application (PWA), and/or a multi-tenant marketplace or multi-client framework. Provide one block per project.

PROJECT 1 ← Required (minimum)

Item	Details
Project Name and Brief Description	
Client / Contracting Entity	
Client Contact Person and Contact Number	
Contract Amount (PHP or equivalent)	
Contract Duration	
Year of Completion / Current Status	
Platform URL or Live Link (if applicable)	
Scope of Work (key features and modules delivered)	
Platform Type (check all that apply)	<input type="checkbox"/> Progressive Web App (PWA) / Mobile Application <input type="checkbox"/> Multi-Tenant Marketplace <input type="checkbox"/> Tourism or E-Commerce Platform <input type="checkbox"/> Digital Payment Integration <input type="checkbox"/> QR Ticketing System <input type="checkbox"/> Other: _____
Supporting Documents Attached	<input type="checkbox"/> Completion Certificate <input type="checkbox"/> Client Reference Letter <input type="checkbox"/> Screenshots / Live Link

PROJECT 2 ← Additional (optional)

Item	Details
Project Name and Brief Description	
Client / Contracting Entity	
Client Contact Person and Contact Number	
Contract Amount (PHP or equivalent)	
Contract Duration	
Year of Completion / Current Status	
Platform URL or Live Link (if applicable)	
Scope of Work (key features and modules delivered)	
Platform Type (check all that apply)	<input type="checkbox"/> Progressive Web App (PWA) / Mobile Application <input type="checkbox"/> Multi-Tenant Marketplace <input type="checkbox"/> Tourism or E-Commerce Platform <input type="checkbox"/> Digital Payment Integration <input type="checkbox"/> QR Ticketing System <input type="checkbox"/> Other: _____
Supporting Documents Attached	<input type="checkbox"/> Completion Certificate <input type="checkbox"/> Client Reference Letter <input type="checkbox"/> Screenshots / Live Link

DECLARATION

I hereby certify that all information stated above is true and accurate. All projects cited as experience are genuine, completed, and verifiable upon request by the PBAC. I consent to the verification of any information submitted in this form.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

Key Personnel Declaration Form

(To be submitted as part of Envelope A — Technical Eligibility)

Proposer's Entity Name: _____

Note: CVs and Affidavit of Employments must be attached for all key personnel.

PROJECT MANAGER

Minimum Qualification: At least two (2) years of ICT project management experience.

Full Name	
Educational Attainment (Highest Degree)	
Years of ICT Project Management Experience	
Employment Status (Full-time / Part-time / Consultant)	
Current Employer	
Supporting Documents Attached	<input type="checkbox"/> Curriculum Vitae <input type="checkbox"/> Affidavit of Employment

DATA PRIVACY OFFICER

Minimum Qualification: At least two (2) years of ICT experience. NPC registration preferred.

Full Name	
Educational Attainment (Highest Degree)	
Years of Experience as DPO	
NPC Registration No. (if any)	
Employment Status (Full-time / Part-time / Consultant)	

Current Employer	
Supporting Documents Attached	<input type="checkbox"/> Curriculum Vitae <input type="checkbox"/> Affidavit of Employment <input type="checkbox"/> NPC Registration (if applicable)

LEAD SOFTWARE ARCHITECT / DEVELOPER

Minimum Qualification: At least seven (7) years of full-stack development experience; expertise in PWA and/or mobile application technologies (including iOS/Android native or hybrid frameworks), cloud architecture.

Full Name	
Educational Attainment (Highest Degree)	
Years of Full-Stack Development Experience	
Employment Status (Full-time / Part-time / Consultant)	
Supporting Documents Attached	<input type="checkbox"/> Curriculum Vitae <input type="checkbox"/> Affidavit of Employment

UX/UI DESIGNER

Minimum Qualification: At least three (3) years of web/mobile app design experience

Full Name	
Educational Attainment (Highest Degree)	
Years of UX/UI Design Experience	
Employment Status (Full-time / Part-time / Consultant)	
Supporting Documents Attached	<input type="checkbox"/> Curriculum Vitae <input type="checkbox"/> Affidavit of Employment

CYBERSECURITY SPECIALIST

Minimum Qualification: At least five (5) years of cybersecurity and data privacy experience; relevant certifications (CISSP, CEH, or equivalent); experience with PCI-DSS and Data Privacy Act compliance.

Full Name	
Educational Attainment (Highest Degree)	
Years of Cybersecurity Experience	
Employment Status (Full-time / Part-time / Consultant)	
Supporting Documents Attached	<input type="checkbox"/> Curriculum Vitae <input type="checkbox"/> Affidavit of Employment <input type="checkbox"/> Cybersecurity Certifications

CUSTOMER SUPPORT MANAGER

Minimum Qualification: At least three (3) years of customer service management experience; experience in 24/7 support operations; bilingual in Filipino and English.

Full Name	
Educational Attainment (Highest Degree)	
Years of Customer Service Management Experience	
Language Proficiency (Filipino / English)	
Employment Status (Full-time / Part-time / Consultant)	
Supporting Documents Attached	<input type="checkbox"/> Curriculum Vitae <input type="checkbox"/> Affidavit of Employment

HELPDESK SUPPORT TEAM SUMMARY

Minimum Requirement: Ten (10) employees with at least two (2) years of experience each.

#	Full Name	Position / Role	Yrs Experience	Language Proficiency	FT / PT	Docs Attached (✓)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

Disclosure Statement

(To be submitted as part of Envelope A — Legal Eligibility)

Proposer's Entity Name: _____

This form must be completed fully and truthfully. Non-disclosure of material information shall constitute grounds for disqualification.

PART A — ONGOING GOVERNMENT CONTRACTS AND PPP PROJECTS

List all active government contracts and PPP projects currently being undertaken by the Proposer or any member of the Proposer's organization:

Project Title	Contracting Entity	Contract Amount (PHP)	Contract Period	% Completion

None. The Proposer has no ongoing government contracts or PPP projects.

PART B — PENDING LITIGATION AND DISPUTES

List all pending administrative, civil, or criminal cases and arbitration proceedings involving the Proposer:

Case / Docket No.	Nature of Case	Court / Venue	Current Status

--	--	--	--

None. The Proposer has no pending litigation or arbitration proceedings.

PART C — RELATIONSHIP WITH MUNICIPALITY OF DARAGA OFFICIALS

Disclose any relationship by consanguinity, affinity, or business interest between any officer, director, or controlling stockholder of the Proposer and any official of the Municipality of Daraga (including the Municipal Mayor, Sangguniang Bayan members, PBAC members, TWG members, and PBAC Secretariat):

Name (Proposer Side)	Position in Proposer	LGU Official Name and Position	Nature of Relationship

None. No relationship exists between any Proposer officer and any LGU official.

PART D — BLACKLISTING AND DISQUALIFICATION DECLARATION

I/We hereby confirm and declare that [Name of Bidder]:

- Is NOT blacklisted or barred from participating in any bidding by any government agency, GOCCs, or foreign financing institution whose rules are recognized by the GPPB;
- Has NOT been found guilty of any offense involving moral turpitude, fraud, bribery, or dishonesty before any court of competent jurisdiction; and
- Has NO unresolved disqualifications from any prior PPP or government procurement process.

I certify that all documents checked above are authentic, complete, and are enclosed in Envelope A of this Proposal submission.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

Payment Gateway Partnership Declaration

(To be submitted as part of Envelope A — Legal Eligibility)

Proposer's Entity Name: _____

This form confirms the Proposer's compliance with the Technical Eligibility requirement under Section I-G, which requires an executed Memorandum of Understanding (MOU) or partnership agreement with at least one (1) BSP-accredited payment gateway provider.

PART A — PAYMENT GATEWAY PARTNER DETAILS

Field	Details
Payment Gateway Provider Name	
BSP License / Accreditation No.	
Type of Agreement (MOU / Partnership Agreement / Letter of Intent)	
Date of Agreement Execution	
Validity Period of Agreement	
Supported Payment Methods (e.g., GCash, PayMaya, credit/debit cards, OTC)	

PART B — COMPLIANCE CONFIRMATION

<input type="checkbox"/>	The payment gateway partner is BSP-licensed and accredited at the time of submission.
<input type="checkbox"/>	The MOU or partnership agreement is valid and in force at the time of submission.
<input type="checkbox"/>	The payment system is compliant with BSP regulations on digital financial services.
<input type="checkbox"/>	The payment system is compliant with PCI-DSS security standards.
<input type="checkbox"/>	The agreement shall be maintained and remain in force throughout the concession period.

<input type="checkbox"/>	The executed MOU or partnership agreement is attached as a supporting document.
--------------------------	---

Note: If more than one payment gateway partner is involved, reproduce Part A for each additional partner.

I certify that all documents checked above are authentic, complete, and are enclosed in Envelope A of this Proposal submission.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

Joint Venture / Consortium Information Sheet

(Envelope A — Legal Eligibility | Submit only if applicable)

OPTIONAL FORM — FOR JOINT VENTURES AND CONSORTIA ONLY

This form is required only if the Proposer is submitting as a Joint Venture (JV) or Consortium. Individual corporate proposers need not submit this form. The executed and notarized Joint Venture Agreement (JVA) must also be enclosed in Envelope A as a separate document.

PART A — JV / CONSORTIUM IDENTITY

Field	Details
Full Name of JV / Consortium	
Name of Lead Member	
Registered Address (Lead Member)	
Date of JVA Execution	
JVA Duly Notarized? (Yes / No)	
Total JV Investment Commitment (PHP)	

PART B — JV / CONSORTIUM MEMBER DETAILS

Member Entity Name	Role in JV	Equity Share (%)	SEC Reg. No.	Lead Member? (Yes/No)

--	--	--	--	--

PART C — JV AGREEMENT DECLARATIONS

Confirm that the JVA contains or is accompanied by the following (all must be checked to qualify):

<input type="checkbox"/>	A joint and several liability clause among all JV members for all obligations under the PPP Contract.
<input type="checkbox"/>	A clear statement of each member's equity participation and responsibilities.
<input type="checkbox"/>	A designated Lead Member with full authority to represent the JV in all matters related to this Project.
<input type="checkbox"/>	A Board Resolution or Secretary's Certificate from each member authorizing participation and designating the authorized signatory.
<input type="checkbox"/>	A confirmation that the JV complies with Philippine foreign equity restrictions, as applicable.
<input type="checkbox"/>	Eligibility documents (legal, technical, financial) submitted separately for each JV member.
<input type="checkbox"/>	At least one JV member meets 50% of the minimum financial net worth requirement.

PART D — AUTHORIZED SIGNATORIES (All JV Members Must Sign)

Each member of the JV or Consortium must execute this section:

JV Member 1

Entity Name	Signatory Name and Position	Date

JV Member 2

Entity Name	Signatory Name and Position	Date
-------------	-----------------------------	------

JV Member 3

Entity Name	Signatory Name and Position	Date
-------------	-----------------------------	------

Bid Securing Declaration

(Envelope A — Legal Eligibility)

LEGAL BASIS AND PURPOSE

In lieu of a cash bond, bank guarantee, or surety bond, this Bid Securing Declaration (BSD) serves as the Proposer's sworn undertaking in compliance with the requirements of PPP Project Reference No. DARAGA-PPP-2026-001. The BSD draws from the principles established under the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and is adopted by the PBAC pursuant to its authority under Republic Act No. 11966 and its IRR to prescribe supplementary procedures consistent with applicable Philippine laws.

A Proposer found to have violated this Declaration shall be blacklisted from participating in any government procurement or PPP activity for a period of two (2) years, without prejudice to other sanctions under RA 11966, RA 9184, and other applicable laws.

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

BID SECURING DECLARATION

PPP Project Reference No.: DARAGA-PPP-2026-001

To: The Bids and Awards Committee (BAC)
Municipality of Daraga, Albay
Daraga, Albay, Philippines

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 as provided under Section 4.1 of the Guidelines on the Use of Bid Securing Declaration and the PPP tender documents for PPP Project Reference No. DARAGA-PPP-2026-001;

2) I/We accept that: (a) I/we will be automatically disqualified from bidding for any PPP contract or procurement contract with any Procuring Entity for the duration prescribed under applicable rules upon receipt of a Blacklisting Order; and (b) I/we will pay the applicable fine provided under the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Municipality of Daraga for the commission of acts resulting in the enforcement of the Bid Securing Declaration under the Implementing Rules and Regulations (IRR) of Republic Act No. 11966 (The Public-Private Partnership Code of the Philippines) and other applicable PPP laws and regulations; without prejudice to other legal action the government may undertake;

3) I/We understand that this Bid Securing Declaration shall cease to be valid under 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 Ranked Proposer (HRP) under the QCBS evaluation. I/we have furnished the required Performance Security and signed the PPP Agreement/Contract for the Integrated Tourism Mobile Application and/or Web Platform Build-Operate-Transfer Project; or
- d) The PPP transaction is terminated, cancelled, or abandoned by the Municipality of Daraga in accordance with applicable PPP laws, rules, and regulations.

IMPORTANT NOTICE TO PROPOSER

By signing this Declaration, the Proposer accepts full legal responsibility for compliance with the undertakings stated herein. Violation of this Declaration shall result in mandatory blacklisting for two (2) years under applicable government procurement and PPP rules, without need of further proceedings, and without prejudice to criminal prosecution under the Revised Penal Code for falsification of public documents and perjury.

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

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

[Insert Bidder's Legal/Registered Name]

[Signature over Printed Name]

[Position/Designation]

[TIN / Contractor's License No.]

[Date]

JURAT

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-issued 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

Notarial Commission No. _____

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 _____.

Note: This Bid Securing Declaration is submitted in lieu of a cash bond, surety bond, or bank guarantee as the bidder's bid security for PPP Project Reference No. DARAGA-PPP-2026-001 pursuant to the PPP tender documents and applicable rules under RA 11966 and its IRR.

SECTION V

PUBLIC-PRIVATE PARTNERSHIP
AGREEMENT

This Agreement is made and entered into this ___ day of _____, 20___, by and between:

Municipality of Daraga, a political subdivision of the Republic of the Philippines, with address at T. Perez St., San Roque, Daraga, Albay, herein represented by its Municipal Mayor, Hon. Victor U. Perete, hereinafter referred to as the “LGU”;

— and —

_____, a corporation duly organized and existing under Philippine laws, with principal office at _____, represented herein by its president, _____, hereinafter referred to as the “Private Partner.”

(The LGU and the Private Partner collectively referred to hereinafter as the “Parties” and individually as a “Party”)

WITNESSETH

Whereas, the LGU proposed the development and use of a platform that will serve as a centralized digital marketplace and unified reservation system for local tourism products and services.

Whereas, the proposed project (“Solicited Proposal”) was then reviewed, confirmed, and approved by the Local Development Council, and *Sangguniang Bayan* ng Daraga pursuant to the Notice of Approval dated _____/Resolution No. _____.

Whereas, an invitation to bid was issued on _____ for the procurement of “Development, Deployment, Operation and Transfer of an Integrated Tourism Web and/or Mobile Application Platform” with Bid Reference No. _____.

Whereas, the Private Partner was declared the winning private proponent and the notice of award was forthwith issued.

Now, therefore, for and in consideration of the foregoing premises and the mutual covenants herein, the parties agree as follows:

ARTICLE I – PROJECT DESCRIPTION

1. The project covered under this Agreement is: “Development, Deployment, Operation and Transfer of an Integrated Tourism Web and/or Mobile Application Platform,” for a term of six (6) years commencing from the Private Partner’s receipt of the Notice to Proceed, unless sooner terminated pursuant to Article XII (Contract Termination).

Upon the expiration of the aforementioned period, and in the absence of a notice of termination served by either party, and in the absence of qualified employees and/or personnel of the LGU who can maintain, operate, and manage the application/ digital platform, this Contract shall be automatically renewed for the same period and under the same terms and conditions.

2. Project cost – Estimated Cost of Php _____ - which the Private Partner entirely finances.
3. Revenue sharing –

The parties may collect revenue from commissions, platform fees, licensing fees, and tourism enterprise activities. Further thereto, profits derived from the proceeds of the Cagsawa Gate (net commission) shall be shared at sixty percent (60%) in favor of the LGU and forty percent (40%) in favor of the Private Partner. On the other hand, profits from other revenue sources shall be shared equally at fifty percent (50%) each.

The share of the LGU shall be credited on a Bi-weekly basis (15th, 30th) day of the month with the receipt of the revenues by the Private Partner.

ARTICLE II – CONTRACT DOCUMENTS

The following documents, to be collectively referred to as the “Contract Documents”, form an integral part of, and are hereby incorporated into this Agreement:

- Annex A – Feasibility Study prepared by the LGU
- Annex B - Private Partner’s Technical Proposal
- Annex C - Private Partner’s Financial Proposal

To the extent, if any, that there should be any irreconcilable conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall have precedence and shall govern.

ARTICLE III – CONTRACTUAL ARRANGEMENT

1. The Project shall be implemented through Build-Operate-Transfer agreement in accordance with the provisions of Republic Act No. 11966 and its Implementing Rules and Regulations.
2. Under this arrangement, the Private Partner shall undertake the development, financing, operation and management of the Project, otherwise known as the development of the software and managed services.
3. Private Partner is allowed to recover its total investment, operating and maintenance costs, plus a reasonable return thereon indicated in the Private Partner's Financial Proposal (Annex C) by the collection of fees or charges. [Investment Recovery Scheme (Revenue Based or Availability Based) under Section 18 of the PPP Law or Section 21 of the IRR]
4. Scope of the project
 - a. PPP Modality: This project shall be undertaken under a Build-Operate-Transfer agreement;
 - b. Project Duration: The term of the partnership shall be for six (6) years, commencing from the issuance of the Notice to Proceed.
 - c. Capital Investment: The Private Partner shall invest approximately ₱[____ Amount ____], inclusive of all costs.

ARTICLE IV – UNDERTAKING OF THE PARTIES

Obligations of the LGU

1. It shall assist the Private Partner in obtaining any and all Philippine governmental and or other authorizations, approvals, licenses, permits, and or consents which may be required and or necessary to enable the Private Partner to perform its obligations under this Agreement;
2. It shall assist the Private Partner in obtaining any and all Philippine governmental authorizations, approvals, licenses, permits, and or consents which may be required for the financing of this Project;
3. It shall assist the Private Partner in availing of any incentives or privileges or the like provided under Philippine law; and
4. It shall extend to the Private Partner such assistance as may be necessary and indispensable for the early and expeditious completion of the PROJECT.

Responsibilities of the LGU

1. It shall monitor and exercise technical supervision over the Project, including the right to inspect the Project during its development, testing and operation to determine whether the Project is complying with all legal requirements and it is complete under the agreed standards/specifications. Further to the testing and inspection, the LGU shall specify what inspections and/or tests it requires, and where they are to be conducted and must give reasonable notice of at least ten (10) days to the Private Partner. The LGU shall notify the Private Partner in writing, in a timely manner, of the identity of any representatives retained for these purposes.
2. It shall hold free and harmless and defend the Private Partner from any and all actions, claims, liabilities and suits that may arise in connection with the Project; and

Obligations of the Private Partner

1. It shall be responsible for the financing, development, operation, maintenance and management of the Project; The Private Partner shall see to it that the Project is in compliance with the technical and operating specifications stated in the Private Partner's Technical Proposal (Annex B);
2. It shall submit copies of all loan or financing agreements and related documents to the LGU, if any, within [15] days from execution, in accordance with Section 84 of the IRR of R.A. No. 11996.
3. It shall complete the Project within the timeframe stated in the Private Partner's Technical Proposal from receipt of Notice to Proceed, save in case of valid extension/ suspension of contract time granted and/or additional/extra work ordered to be done by the LGU outside of the requirements of the original plans and specification therefore;
4. It shall, at all times during the development, testing, operation and maintenance of the Project, comply with, and secure at its own cost all legal requirements, permits, consents and approvals;
5. It shall not make or suffer any alteration or changes in plans and specifications during the development or alteration/changes in the completed application during the operation period without the written consent of the LGU; The LGU in case of request for changes, shall act on the same within three (3) calendar days, otherwise the request shall be considered approved; and

Responsibilities of the Private Partner

1. Except in cases of Force Majeure, the Private Partner shall be responsible for any and all losses and damages to the Project due to any cause or causes whatsoever, during the project implementation and shall not relieve the Private Partner from any of its obligations under this Agreement;

2. It shall be responsible for all damages to any property belonging to LGU, private properties or the government and except to the extent that such damages arise from the negligence of the LGU or its agents;
3. It shall be responsible for the death and/or injury to personnel of the LGU that may arise in connection with the execution of the Agreement;
4. It shall be responsible for its employees' strict observance of the laws of the Republic of the Philippines relevant to the execution of this Agreement.

ARTICLE V – PRIVATE PARTNER’S WARRANTIES

1. Corporate existence – the Private Partner warrants that it is a corporation or a partnership duly organized and validly existing under the laws of the Republic of the Philippines. It has all requisite power, authority and legal right to execute and deliver this Agreement and to perform its obligations thereunder; and has taken all appropriate and necessary corporate and legal action and obtained all necessary permits and approvals for the execution, delivery and performance of this Agreement and all other instruments, or documents contemplated hereunder.
2. Authorized signatory – the Private Partner’s signatory to this Agreement has full legal capacity and has been duly authorized by the Board of Directors of the Private Partner to sign, execute, and deliver this Agreement for and on behalf of the Private Partner.
3. Know-How – The Private Partner warrants that it has the know-how, resources, trained personnel and staff, technical, marketing, and financial capabilities, as well as management expertise, to fulfill its duties and responsibilities hereunder, and implement the financing, design, development, equipping, provisioning, maintaining, marketing and operating the Project.

ARTICLE VI – LGU WARRANTIES

1. Corporate Existence – the LGU warrants that it is a duly organized and validly existing political subdivision and local government of the Republic of the Philippines and has all the requisite power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder.
2. Due Execution – The LGU has taken all appropriate legal and/or other action which may be required or appropriate to authorize the execution, delivery and performance of this Agreement and any and all other agreements, instruments or documents contemplated hereunder.

3. No immunity – the LGU further warrants that it is subject to the civil and commercial law in respect of its responsibilities under this Agreement and that it is not immune from suit, judgment or execution or any legal process in connection with said responsibilities.

ARTICLE VII – FORCE MAJEURE

1. Definition of Force Majeure Event – Means any event, condition, or circumstance and the effects thereof not within the reasonable control, directly or indirectly, of the party affected, but only if and to the extent that:
 - a. Such event, condition, or circumstance is not the direct or indirect result of the breach by such party of any of its obligations under this Agreement or the fault or negligence of such party, its affiliates, or any person under the Party’s or Affiliates’ reasonable control;
 - b. Despite the exercise of reasonable diligence, such event, condition, or circumstance cannot be prevented, avoided, or removed by such party; and
 - c. Such event, condition, or circumstance has a material adverse effect on the ability of such party to perform all or a material portion of any of its obligations under this Agreement, and such Party has taken all reasonable precautions, due care, and alternative measures in order to avoid or mitigate the effects of such event on such Party’s ability to perform its obligations under this Agreement.
2. Exceptions – Force Majeure shall not include application or equipment failure due to ordinary wear and tear, or defects or any glitches in the application, unavailability of financing, or any other circumstance that a Party can reasonably be expected to effectively guard against or control.
3. Responsibilities of the Parties during Force Majeure Event – A party invoking Force Majeure shall:
 - a. Notify the other party in writing by any means of communication as soon as reasonably possible of the date of commencement of such Force Majeure Event, the nature and expected duration thereof, and the actions to be taken to prevent or reduce the effects of such event. The notice shall be sent by such Party not later than five (5) calendar days after the date on which such Party first gains knowledge of such Force Majeure Event. If it fails to deliver such notice in accordance with this provision, such Party shall not be entitled to invoke the benefits of this Section;
 - b. Continue the performance of its obligations that are not affected by the occurrence of the Force Majeure; and

- c. Resume performance of affected obligations after the Force Majeure or after the effects of Force Majeure no longer exists, whichever is earlier, and shall formally notify the other party of such resumption.
4. Mitigation – Each Party shall exert reasonable efforts in accordance with Prudent Utility Practice or other applicable standard to prevent or mitigate the consequences of Force Majeure Event on the performance of its obligations under this Agreement. The Parties shall consult with each other in good faith and shall use all reasonable endeavors to agree on appropriate terms to mitigate the effects of Force Majeure Event and facilitate the continued implementation of the Project. The Parties shall exert all reasonable efforts to resume the performance of their obligations as soon as practicable following the declaration of Force Majeure event.
5. Effects of Force Majeure – the affected Party shall be excused from the performance and shall not be in default of any obligation under this Agreement for so long as its failure to perform such obligation is due to a Force Majeure, provided that:
 - a. The affected Party makes continuous diligent efforts to prevent or mitigate the effects of the Force Majeure event;
 - b. The Party claiming a Force Majeure shall not be entitled to suspend performance or be excused for delayed performance under this Agreement for any greater scope or longer duration than is required by the Force Majeure Event or the delay occasioned thereby; and
 - c. Neither Party shall be relieved of or excused from its obligations under this Agreement solely because there may be increased costs or other adverse economic consequences incurred through the performance of such obligations.

ARTICLE VIII – DEFAULT

1. Private Partner’s Default – the occurrence of any of the following shall constitute an event of default for the Private Partner:
 - a. Failure to perform any of its obligation under this Agreement for a cause not attributable to force majeure, and such failure persists for more than ten (10) calendar days;
 - b. Failure without justification to resume performance within ten (10) calendar days after the Force Majeure that has prevented the Private Partner from performing any other obligation hereunder has substantially ceased;
 - c. Deliberate material misrepresentation of any fact contained in its periodic reports to the LGU, or if it committed any deliberate falsity in its bid documents on which the LGU relied in giving it the contract award;

- d. Filing of a voluntary or involuntary case or other proceeding by or against the Private Partner seeking insolvency, bankruptcy, liquidation, reorganization, dissolution, winding up;
 - e. A pattern of continuing or repeated non-compliance, willful violation, or non-performance of other terms and conditions hereof including any material breach thereto, and the Private Partner fails to remedy the same within ten (10) calendar days from notice thereof;
 - f. Assignment and transfer without the prior approval of the LGU
2. LGU's Default – the occurrence of any of the following events shall constitute LGU's Default:
- a. LGU terminates or cancels this Agreement without valid or justifiable cause;
 - b. Any representation or warranty made by the LGU and relied upon by the Private Partner to its detriment turning out to be false in any material respect; and
 - c. Failure or refusal to perform any material covenant, agreement or obligation under this Agreement within five (5) calendar days after receipt by the LGU of a notice of default specifying the same.

ARTICLE IX – ASSIGNMENT, TRANSFERS AND OTHER CONVEYANCES

1. Assignment – The Private Partner may, with the prior written approval by the Local Chief Executive, with the concurrence of the Local Sanggunian, assign its rights, interests, benefits and obligations under this Agreement to any company or successor company or entity. The Assignee shall perform and comply with all its obligations and assume all the rights, interest, and benefits of the Private Partner under this Agreement. Any assignment or transfer without the prior approval from the LGU shall be void and ineffectual.
2. Transfer and handover – Within six (6) months prior to the end of the concession period, the Private Partner shall arrange for the training of an adequate number of LGU personnel in relation to the operation of the Project. On the transfer date, the Private Partner shall transfer to the LGU, and shall execute such documents as may reasonably be considered necessary to effect such transfer.

ARTICLE X – DISPUTE RESOLUTION

In case of any dispute or controversy of any kind whatsoever between the Parties arising out of this Agreement, said Parties shall first endeavor to resolve the issues within

thirty (30) calendar days by mutual discussion and amicable means between the President of the Private Partner and the Local Chief Executive.

Should the dispute not be settled within the prescribed period above, the dispute shall be finally and exclusively resolved by arbitration. The Arbitration shall proceed in accordance with the provisions of the Arbitration Law of the Philippines. While the dispute is being arbitrated, the performance by the Parties of their respective obligations shall not be suspended, unless otherwise declared by the arbitral tribunal or otherwise agreed by the Parties or unless the obligation to be performed is the very issue of the arbitration.

ARTICLE XI – CONTRACT TERMINATION

1. Termination Procedure – Before termination, the non-defaulting party must first give an opportunity to the defaulting party to make the necessary corrections within fifteen (15) calendar days from the occurrence. The non-defaulting party must, for a period not later than five (5) calendar days from the incident complained of, give notice to rectify to the defaulting party.
2. In case a Party commits an act constituting an event of default and the same was not remedied, the non-defaulting Party may terminate this Agreement by serving a written notice to the defaulting Party specifying the grounds for termination, without prejudice to the defaulting party's attempt to rectify the default for a period of ten (10) days to the satisfaction of the non-defaulting Party. If the default is not remedied within this period to the satisfaction of the non-defaulting Party, the latter will serve upon the former a written notice of termination indicating the effective date of termination.
3. LGU's Remedies – Upon occurrence of Private Partner's Default, the LGU may, by Notice of Default, take one or more of the following actions:
 - a. Terminate this Agreement and enter into an agreement with another party for this Project;
 - b. Take over the Project; or
 - c. Allow the Private Partner's lenders/creditors to take over and proceed with the completion of the Project (lender's step-in rights) under the same terms and conditions of this Agreement, unless otherwise modified if necessary.
 - d. Where the Private Partner fails to satisfactorily complete the work on or before the completion date, including any extension or grace period duly granted, or fails to meet the operating performance standards in this agreement, or fails to perform any of its obligations and undertakings as stipulated in this agreement, the Private Partner shall pay the LGU liquidated damages which may be satisfied by application of the performance security.

Each right or remedy hereunder shall be cumulative and shall be in addition to every right or remedy provided herein or current and hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the LGU of any one or more of any such rights or remedies shall not preclude the simultaneous or subsequent exercise by the LGU of any or all other such rights or remedies.

4. Private Partner's Remedies – Upon the occurrence of an LGU default, the Private Partner may by Notice of Default, take one or more of the following actions:
 - a. Terminate this Agreement and any other Agreement executed between the Parties in relation to the Project; or
 - b. Any and all remedies and compensation available by law or in equity or by statute or otherwise.

Each right or remedy hereunder shall be cumulative and shall be in addition to every right or remedy provided herein or current and hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Private Partner of any one or more of any such rights or remedies shall not preclude the simultaneous or subsequent exercise by the Private Partner of any or all other such rights or remedies.

5. Survival of Termination Obligations – For the avoidance of doubt, the respective obligations of the Parties in respect of the termination of this Agreement as set forth in this article shall survive and continue to be enforceable beyond the termination thereof.

ARTICLE XII – OTHER MANDATORY PROVISIONS

1. The Private Partner hereby warrants that it has not given or promised any gift or consideration to any official of the LGU in order to obtain the contract for the project, and that the execution of this Agreement shall not result directly or indirectly in violation of the Anti-Graft and Corruption Practices Act.

Private Partner is committed to developing an anti-fraud culture and eliminating the opportunities for fraud, bribery, and corruption. The Private Partner, its agents, and employees shall not tolerate fraud, bribery, and/or corruption of any kind. Private Partner shall seek to take disciplinary action against those found to have attempted to perpetuate and/or have perpetrated fraud, abuse, any acts of bribery and corruption.

2. The Parties are committed to comply with the Safe Spaces Act, Anti-Sexual Harassment Act, and other Gender and Development Related Laws.

ARTICLE XIII – GENERAL PROVISIONS

1. Effectivity – This Agreement shall come into force and become effective on the date as mentioned in Article I (1) of this agreement.
2. Entire Agreement – This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated herein. All prior discussions, understandings or arrangements between them prior to effective date, whether express or implied, concerning the Project are superseded by this Agreement.
3. Waiver – No provision in this Agreement shall be considered waived by either Party unless such waiver is in writing and communicated to the other Party. The failure of any Party to insist on the strict performance of the obligation of the other shall not be considered a waiver of the right to do so.
4. Confidentiality – Each Party shall hold in strict confidence from any other person all documents and information concerning any other Party furnished to it or to its advisors, consultants, contractors, or agents by the other Party in connection with this Agreement or the transactions contemplated hereby.

Notwithstanding the foregoing, the confidentiality requirement shall not apply to such documents or information that were previously known by the Party receiving such documents or information, in the public domain and required by law to be disclosed to any person who is authorized by law to receive them.

5. Severability – The validity of any remaining articles, clauses, provisions, terms and parts of this Agreement shall not be affected by a court, administrative body, or other proceeding of competent jurisdiction deciding that an article, section, provision, term or part of this Agreement is illegal unenforceable, in conflict with any law, or contrary to public policy.
6. Notice – All notices or communications shall be made in writing and be sent to address given hereunder:

LGU

PRIVATE PARTNER

For any concerns of the LGU with respect to the operation or functionality of the software application, communications must be sent to the representative of the Private

Partner by text message, email correspondence, and call in order to be addressed promptly in view of the nature of the services being rendered by the Private Partner.

7. Amendment – This Agreement may be amended or modified only in writing and signed by the Parties, provided that prior to signing, said proposed amendments shall be approved by the Board of the Private Partner and the Local Sanggunian of the LGU.

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Agreement to be signed on the date and place first above-written.

[Local Chief Executive's Name]

Local Government Unit (LGU)

Position: [Mayor / Governor]

[Private Partner's Representative Name]

Company Name

Position: [President / CEO]

