

PHILIPPINE BIDDING DOCUMENTS

ENGAGEMENT OF A CONSULTING SERVICE PROVIDER (CSP) FOR THE REVIEW AND RATIONALIZATION OF PDIC COMPETENCY FRAMEWORK AND COMPETENCY-BASED JOB DESCRIPTIONS (CBJDS)

Project Reference No. 2023-040

Government of the Republic of the Philippines

Fifth Edition

November 23, 2023

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Section I. Request for Expression of Interest

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REQUEST FOR EXPRESSION OF INTEREST FOR THE ENGAGEMENT OF A CONSULTING SERVICE PROVIDER (CSP) FOR THE REVIEW AND RATIONALIZATION OF THE PDIC COMPETENCY-BASED HUMAN RESOURCE SYSTEM (CBHRS) FRAMEWORK AND COMPETENCY-BASED JOB DESCRIPTIONS (CBJDs)

The *Philippine Deposit Insurance Corporation (PDIC)*, through its *Corporate Operating Budget of 2023-2024*, intends to apply the sum of **Five Million Pesos (P5,000,000.00)**, being the Approved Budget for the Contract (ABC), to payments under the contract for the *Engagement of a Consulting Service Provider (CSP) for the Review and Rationalization of the PDIC Competency-Based Human Resource System (CBHRS) Framework and Competency-Based Job Descriptions (CBJDs) / Project Reference No. 2023-40* (hereinafter referred to as the “Project”). Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.

1. The *PDIC* now calls for the submission of the eligibility documents for the procurement of the Project. The eligibility documents of interested consultants must be duly received by the Secretariat of the Bids and Awards Committee (BAC) on or before January 09, 2024 ^{hrs} 2:00 p.m. at the **Ground Floor, PDIC Building, 2228 Chino Roces Avenue, Makati City**. Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion.

Pursuant to Government Procurement Policy Board (GPPB) Circular No. 02-2018, the *PDIC* is inviting all interested bidders/consultants for a Clarificatory Meeting (CM) to discuss the eligibility requirements as well as the technical and financial components prescribed for the Project. The CM is scheduled on December 19, 2023 ^{hrs} 2:00 p.m. at the 5th Floor, Conference Room, PDIC Building, 2228 Chino Roces Avenue, Makati City. The prospective bidders may also participate in the CM as well as in the Pre- bid Conference via online by accessing the link herein below provided:

<https://teams.microsoft.com/j/team/19%3ae3a82c13e4a24186a613bcac388b7644%40thread.tacv2/conversations?groupId=1a61d44d-55ff-4fe6-b3e4-76e886a218cc&tenantId=8f3038a8-ef6f-4a95-996b-0688c89f4610>

2. Interested bidders may obtain further information from the *PDIC* and inspect the Bidding Documents at the address hereinafter specified during office hours.
3. A complete set of Bidding Documents may be acquired by interested bidders from the address herein below provided, *and upon payment of the applicable fee for the Bidding Documents in the amount of Php5,000.00. Said amount was pegged pursuant to the latest Guidelines issued by the GPPB.*

3rd Floor, PPD-BAC Secretariat, PDIC Building, 2228 Chino Roces Avenue, Makati City

The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the deadline set for the submission of bids.

4. The BAC shall draw up the short list of consultants from those who have submitted their Expression of Interest as well as the eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act No. 9184 (RA No. 9184), otherwise known

as the "Government Procurement Reform Act" and its Implementing Rules and Regulations (IRR). The short list shall consist of *the top 3 eligible bidders* who will be qualified to submit bids based on the criteria for shortlisting of eligible bidders. The criteria and rating system for short listing are as follows:

EVALUATION CRITERIA	WEIGHT
1. Consultancy Firm or CSP	50%
1.1 Experience and Expertise of the CSP - (40%)	
1.2 Job Capacity of the CSP (to be evaluated based on the number of ongoing HR and OD-related projects - (10%))	
2. Project Team	50%
2.1 Project Manager or Team Leader (PM or TL) - 25%	
2.2 Subject Matter Expert (SME) - 25%	
Total	100%
Passing Rate	75%

In no case shall a prospective bidder who garnered a total rating of less than the minimum rating of **75 points** be included in the short list.

- Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion specified in the IRR of RA No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA No. 9184.

- The Procuring Entity shall evaluate bids using the *Quality-Cost Based Evaluation (QCBE)* procedure. The Procuring Entity shall indicate the weights to be allocated for the Technical and Financial Proposals. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.

- The Scope of Work/Complete Deliverables/outputs for this project are enumerated in the Terms of Reference.

- The PDIC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA No. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

- For further information, please refer to the following:

Analinda C. Lao
 BAC Secretariat
 PDIC Building, 2228 Chino Roces Avenue, Makati City
 Telephone Numbers – (02)88414915
 ppdbac@pdic.gov.ph
 Fax Number - (02) 8841-4931
 Website: www.pdic.gov.ph


 SANDRA A. DIAZ

Chairperson, PDIC Bids and Awards Committee

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1. Eligibility Criteria

- 1.1. The following persons/entities shall be allowed to participate in the bidding for Consulting Services:
- (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; or
 - (e) Persons/entities forming themselves into a joint venture, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 1.2. When the types and fields of Consulting Services involve the practice of professions regulated by law, those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions specified in the EDS.
- 1.3. If the Request for Expression of Interest allows participation of foreign consultants, prospective foreign bidders may be eligible subject to the conditions stated in the EDS.
- 1.4. Government owned or -controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

2. Eligibility Requirements

- 2.1. The following eligibility requirements, together with the Eligibility Document Submission Form (EDF 1), shall be submitted on or before the date of the eligibility check specified in the Request for Expression of Interest and Clause 5 for purposes of determining eligibility of prospective bidders:
- (a) Class "A" Documents –

Legal Documents

- (i) PhilGEPS Certificate of Registration and Membership (under Platinum) issued pursuant to GPPB Resolution 15-2021

Technical Documents

- (ii) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period provided in the **EDS (EDF 2)**. The statement shall include, for each contract, the following:
 - (ii.1) the name and location of the contract;
 - (ii.2) date of award of the contract;
 - (ii.3) type and brief description of consulting services;
 - (ii.4) consultant's role (whether main consultant, subconsultant, or partner in a JV)
 - (ii.5) amount of contract;
 - (ii.6) contract duration; and
 - (ii.7) certificate of satisfactory completion or equivalent document specified in the **EDS** issued by the client or the project owner, in the case of a completed contract;
- (iii) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their **respective curriculum vitae**.

Class "B" Document –

If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 24.1(b) of the IRR of RA 9184. Failure to enter into a joint venture in the event of a contract award shall be a ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the required legal eligibility documents stated herein, including the required post qualification documents. The submission of the technical and financial eligibility documents by any of the joint venture partners constitutes compliance.

- 2.2 The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or

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statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

- 2.3 Prospective bidders may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities through a JV or subcontracting arrangements, as appropriate. However, subconsultants may only participate in the bid of one short listed consultant. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with, or subcontracting part of the project to, Filipino Consultants.

3. Format and Signing of Eligibility Documents

- 3.1. Prospective bidders shall submit their eligibility documents through their duly authorized representative on or before the deadline specified in Clause 5.
- 3.2. Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 3.3. The Eligibility Documents Submission Form shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the eligibility documents.
- 3.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.

4. Sealing and Marking of Eligibility Documents

- 4.1. Prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked "ORIGINAL – ELIGIBILITY DOCUMENTS". Each copy thereof shall be similarly sealed duly marking the envelopes as "COPY NO. 1 - ELIGIBILITY DOCUMENTS". These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 4.2. The original and the number of copies of the eligibility documents as indicated in the EDS shall be typed or written in ink and shall be signed by the prospective bidder or its duly authorized representative/s.
- 4.3. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;

- 7.3. Eligibility documents requested to be withdrawn in accordance with this Clause shall be returned unopened to the prospective bidder concerned. A prospective bidder that withdraws its eligibility documents shall not be permitted to submit another set, directly or indirectly, for the same project. A prospective bidder that acquired the eligibility documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of eligibility documents.

8. Opening and Preliminary Examination of Eligibility Documents

- 8.1. The BAC will open the envelopes containing the eligibility documents in the presence of the prospective bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the EDS. The prospective bidders' representatives who are present shall sign a register evidencing their attendance.

In case the submitted eligibility envelopes cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the said envelopes and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 8.2. Letters of withdrawal shall be read out and recorded during the opening of eligibility documents and the envelope containing the corresponding withdrawn eligibility documents shall be returned unopened to the withdrawing prospective bidder.

- 8.3. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:

- (a) the name of the prospective bidder;
- (b) whether there is a modification or substitution; and
- (c) the presence or absence of each document comprising the eligibility documents vis-à-vis a checklist of the required documents.

- 8.4. The eligibility of each prospective bidder shall be determined by examining each bidder's eligibility requirements or statements against a checklist of requirements, using non-discretionary "pass/fail" criterion, as stated in the Request for Expression of Interest, and shall be determined as either "eligible" or "ineligible." If a prospective bidder submits the specific eligibility document required, he shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular eligibility requirement concerned. If a prospective bidder is rated "passed" for all the eligibility requirements, he shall be considered eligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "eligible." If a prospective bidder is rated "failed" in any of the eligibility requirements, he shall be considered ineligible

to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "ineligible." In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

9. Short Listing of Consultants

- 9.1. Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the EDS shall be considered for short listing.
- 9.2. The BAC shall draw up the short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system specified in the EDS.
- 9.3. Short listed consultants shall be invited to participate in the bidding for this project through a Notice of Eligibility and Short Listing issued by the BAC.

10. Protest Mechanism

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Eligibility Data Sheet

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Eligibility Data Sheet

Eligibility Documents	
1.2	<p>MINIMUM QUALIFICATIONS OF THE FIRM/CONSULTING SERVICE</p> <ol style="list-style-type: none"> 1. Be duly registered or licensed to do Consulting Business in the Philippines and has been in the consulting business for at least seven (7) years; 2. Have completed at least two (2) Human Resource and Organization Development (HR and OD) – related Consulting Projects (Please refer to TOR) with the Philippine government or private entities within the last seven (7) years; and 3. Has the capacity to undertake additional similar workloads on top of the currently being undertaken consulting project/s. <p>Please see the Terms of Reference for the minimum qualifications of the firm</p>
1.3	<p>Foreign consultants may be eligible to participate in this Project, subject to the following conditions to be complied within ten (10) days upon receipt of the Notice of Award:</p> <ol style="list-style-type: none"> a) must be registered with the SEC and/or any agency authorized by the laws of the Philippines; b) when the types and fields of consulting services in which the foreign consultant wishes to engage involve the practice of regulated professions, the foreign consultant must be authorized by the appropriate GoP professional regulatory body specified in Clause 1.2 to engage in the practice of those professions and allied professions: <i>Provided, however,</i> That the limits of such authority shall be strictly observed.
2.1(a)(ii)	<p>The statement of all ongoing and completed government and private contracts shall include all such contracts for the last seven (7) years.</p>
2.1(a)(ii.7)	<p>Bidder must submit the certificate of satisfactory completion or equivalent document issued by the client or project owner for <u>each of the completed contract</u> to be attached to the Statement of All Ongoing and Completed Government and Private Contracts. Failure to attach any of the required proof of satisfactory completion shall constitute as valid ground for the declaration of ineligibility of the bidder.</p>
4.2	<p>Each prospective bidder shall submit one (1) original and <i>one (1) duplicate copy</i> of its eligibility documents.</p>
4.3(c)	<p><i>PDIC Bids and Awards Committee</i></p>

4.3(d)	<i>Engagement of a Consulting Service Provider (CSP) for the Review and Rationalization of PDIC Competency-Based Human Resource System (CBHRS) Framework and Competency-Based Job Descriptions (CBJDs)</i>																		
5	<p>The address for submission of eligibility documents is at the <i>Ground Floor, PDIC Building, 2228 Chino Roces Avenue, Makati City.</i></p> <p>The deadline for submission of eligibility documents is on <u>January 09, 2024</u> <i>Jan 9</i> at <i>2:00 PM</i>.</p>																		
8.1	<p>The place of opening of eligibility documents is at the <i>5th Floor, Conference Room, PDIC Building, 2228 Chino Roces Avenue, Makati City.</i></p> <p>The date and time of opening of eligibility documents is on <u>January 09, 2024</u> at <i>2:00 PM</i>. The wall clock located at the Ground Floor lobby, PDIC Building, 2228 Chino Roces Avenue, Makati City shall be used as the official timer for the submission of bids. Submissions made after the deadline shall be considered late and automatically rejected.</p>																		
9.1	Similar contracts as referred to in the Terms of Reference which is a Review and Rationalization of PDIC Competency-Based Human Resource System (CBHRS) Framework and Competency-Based Job Descriptions (CBJDs); similar in nature and complexity to the contract to be bid.																		
9.2	<table border="1" data-bbox="392 1160 1350 1518"> <thead> <tr> <th>EVALUATION CRITERIA</th> <th>WEIGHT</th> </tr> </thead> <tbody> <tr> <td>1. Consultancy Firm or CSP</td> <td>50%</td> </tr> <tr> <td>1.1 Experience and Expertise of the CSP - (40%)</td> <td></td> </tr> <tr> <td>1.2 Job Capacity of the CSP (to be evaluated based on the number of ongoing HR and OD-related projects - (10%))</td> <td></td> </tr> <tr> <td>2. Project Team</td> <td>50%</td> </tr> <tr> <td>2.1 Project Manager or Team Leader (PM or TL) - 25%</td> <td></td> </tr> <tr> <td>2.2 Subject Matter Expert (SME) - 25%</td> <td></td> </tr> <tr> <td>Total</td> <td>100%</td> </tr> <tr> <td>Passing Rate</td> <td>75%</td> </tr> </tbody> </table> <p>For purposes of shortlisting, bidders shall be evaluated based on the criteria specified in the Shortlisting of Eligible Bidders Form, a copy of which is hereto attached and is made an integral part of the Bidding Documents for the Project.</p>	EVALUATION CRITERIA	WEIGHT	1. Consultancy Firm or CSP	50%	1.1 Experience and Expertise of the CSP - (40%)		1.2 Job Capacity of the CSP (to be evaluated based on the number of ongoing HR and OD-related projects - (10%))		2. Project Team	50%	2.1 Project Manager or Team Leader (PM or TL) - 25%		2.2 Subject Matter Expert (SME) - 25%		Total	100%	Passing Rate	75%
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Total	100%																		
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SHORTLISTING OF ELIGIBLE BIDDERS

**ENGAGEMENT OF A CONSULTING SERVICE PROVIDER (CSP)
FOR THE REVIEW AND RATIONALIZATION OF PDIC COMPETENCY FRAMEWORK
AND COMPETENCY-BASED JOB DESCRIPTIONS**

Name of Bidder _____

EVALUATION CRITERIA		RATING	Evaluation Notes (list down actual count and details)
CONSULTANCY FIRM / SERVICE PROVIDER (CSP) (50%)			
A. EXPERIENCE AND EXPERTISE OF THE CSP		40%	
1.1	Duly registered or licensed to do Consulting Business in the Philippines and has been in the consulting business for at least seven (7) years <ul style="list-style-type: none"> • 8 or more years • 7 years 	15% 10%	
1.2	Completed at least two (2) HR and OD*-related Consulting Projects (with Philippine government or private entities) within the last 7 years <ul style="list-style-type: none"> • 3 or more HR and OD*-related Consultancy Projects completed - • 2 HR and OD*-related Consultancy Project completed 	25% 20%	
B. CAPACITY OF THE CSP		10%	
1.3	Has the capacity to undertake additional similar workloads on top of the currently being undertaken consulting project/s. <ul style="list-style-type: none"> • 0 - 1 ongoing HR and OD* projects • 2 ongoing similar projects • 3 or more ongoing HR/OD*-related projects 	10% 7% 5%	

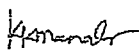
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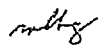
EVALUATION CRITERIA		RATING	Evaluation Notes (List down actual count and details)
II	QUALIFICATIONS OF THE PROJECT TEAM MEMBERS (50%)		
	2. PROJECT MANAGER (PM) OR TEAM LEADER (TL)	25%	
	2.1 Has been in the consulting business for at least 7 years <ul style="list-style-type: none"> 8 years or more 7 years 	12.5% 10%	
	2.2 Has managed or led at least two (2) HR and OD*-related projects in the last 7 years, one of which must be with a government entity. <ul style="list-style-type: none"> 3 or more projects managed/led, one of which must be with a government entity 2 projects managed/led, one of which must be with a government entity 	12.5% 10%	
	3. PROJECT SUBJECT MATTER EXPERT (SME)	25%	
	3.1 Has been in the consulting business for at least 7 years <ul style="list-style-type: none"> 8 years or more 7 years 	12.5% 10%	
	3.2 Has completed at least two (2) Competency Development-related projects in the last 7 years, one of which must be with a government entity. <ul style="list-style-type: none"> 3 or more projects completed, one of which must be with a government entity 2 projects completed, one of which is with a government entity 	12.5% 10%	
TOTAL SCORE		100%	
PASSING SCORE		75%	PASSED

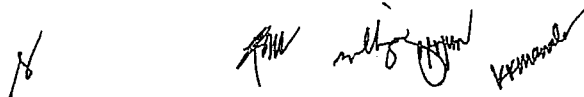
Note: *HR and OD-related projects may include any of the following:

1. Competency- Development
2. Competency Dictionary or Competency Profiling
3. Competency Assessment
4. Performance Management System
5. Job Analysis or Job Evaluation
6. Individual Development Plan
7. Talent and/or Leadership Assessments
8. Career and/or Leadership Development and/or Training
9. Competency-Based Succession Planning Program

*****nothing follows*****


KATHERINE FE K. MANALO
SAMS/TWG


MARIA LOURDES A. BAGUISI
OIC-ODD / TWG



Section I. Notice of Eligibility and Short Listing

[Insert Date]

[Name and Address of Short Listed Consultant]

Dear [Addressee]:

1. The *Philippine Deposit Insurance Corporation* (hereinafter called "Procuring Entity" has received financing (hereinafter called "funds") from [insert name of Funding Source] (hereinafter called the "Funding Source") toward the cost of [insert name of project]. The Procuring Entity intends to apply a portion of the funds in the amount of [insert amount of ABC] to eligible payments under the contract for [insert name of contract] for which the Bidding Documents is issued.
2. The Procuring Entity now invites bids to provide the following Consulting Services: [insert short description of objectives and scope of the project]. More details on the services are provided in the Terms of Reference (TOR) for the project.
3. The Consultant shall be selected and employed in accordance with [insert evaluation procedure] procedures as described in the Bidding Documents.
4. This notice has been addressed to the following short listed consultants:

[Insert list of short listed consultants]
5. It is not permissible for you to transfer this invitation to any other consultant.
6. The Bidding Documents may be acquired at [indicate address] during [insert office hours, e.g. 8:00 a.m. to 5:00 p.m.] {Insert if necessary: upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of [insert amount in Pesos].}
7. The [insert name of the Procuring Entity] will hold a Pre-Bid Conference on [insert time and date] at [insert address for Pre-Bid Conference, if applicable], which shall be open to all short listed consultants. ¹

Yours sincerely,

[Insert signature, name, and title of the Procuring Entity's Representative]

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

Bidding Documents

Republic of the Philippines

ENGAGEMENT OF A CONSULTING SERVICE PROVIDER (CSP)
FOR THE REVIEW AND RATIONALIZATION OF PDIC
COMPETENCY-BASED HUMAN RESOURCE SYSTEM (CBHRS)
FRAMEWORK AND COMPETENCY-BASED JOB DESCRIPTIONS
(CBJDs)

PDIC Corporate Operating Budget 2023-2024

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Section II. Instructions to Bidders

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A. General

1. Introduction

- 1.1. The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as "Consultant") from among those short listed, in accordance with the evaluation procedure specified in the **BDS**.
- 1.2. The Procuring Entity has received financing (hereinafter called "funds") from the source indicated in the **BDS** (hereinafter called the "Funding Source") toward the cost of the Project named in the **BDS**. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.
- 1.3. Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.4. If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity's satisfaction prior to the commencement of the next phase.
- 1.5. Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in **ITB** Clause 7.
- 1.6. The Consultants' costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.
- 1.7. Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with **ITB** Clause 3.1.

2. Conflict of Interest

- 2.1. The Funding Source or Procuring Entity's policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Consultants shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity. Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:

- (a) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;
- (b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or
- (c) If there is a conflict among consulting projects, the Consultant (including its personnel and subconsultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.
- (d) If a Consultant has a relationship, directly or through third parties, that puts him/her in a position to have access to information about or influence on the bid of another bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for implementation of the project. If the personnel would be involved in any capacity on the same project.
- (e) A Consultant who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

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- 2.2. Consultants shall not be related to the Head of the Procuring Entity (HoPE), members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. The prohibition shall apply as follows:
- (a) If the Consultant is an individual or sole proprietorship, then to himself;
 - (b) If the Consultant is a partnership, then to all its officers and members;
 - (c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders;
 - (d) If the Consultant is a cooperative, to all its officers, directors, and controlling shareholders or members; or
 - (e) If the Consultant is a JV, the provisions of items (a), (b), (c), or (d) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

Relationship of the nature described above or a failure to comply with the provisions of this clause will result in the rejection of the Consultant's bid.

- 2.3. Subject to the provisions of **ITB** Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.
- 2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.
- 2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.
- 2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

3.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters

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relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause Section 51.

4. Consultant's Responsibilities

4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in ITB Clause 10.2(d).

4.2. The Consultant is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;

(b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

(c) Having made an estimate of the facilities available and needed for this Project, if any;

(d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under ITB Clause 8.4.

(e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of compensation, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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Failure to observe any of the above responsibilities shall be at the risk of the Consultant concerned.

- 4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by the Procuring Entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 4.5. Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GoP which may affect the contract in any way.
- 4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7. Consultants should note that the Procuring Entity will only accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

5. Origin of Associated Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

6. Subcontracts

- 6.1. Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.
- 6.2. Subconsultant must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subconsultant is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.

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Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

- 8.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 8.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Consultants who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 20.

C. Preparation of Bids

9. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

10. Documents Comprising the Bid: Technical Proposal

- 10.1. While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
 - (b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the **BDS** shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.
 - (c) Proposed professional staff must, at a minimum, have the experience indicated in the **BDS**, preferably working under conditions similar to those prevailing in the Republic of the Philippines.

- (d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

10.2. The Technical Proposal shall contain the following information/documents:

- (a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).

- (b) Bid security as prescribed in **ITB** Clause 15. If the bidder opts to submit the bid security in the form of:

- (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

- (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.

- (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subconsultant, if any, following the formats described in the Technical Proposal Forms:

- (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subconsultant on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subconsultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.

- (ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that

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work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.

- (iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
- (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.
- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. A duly notarized CV for each consultant involved in the Project shall be submitted for each position.
- (vi) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
 - (vi.1) is proposed for a domestic position but is not a Filipino citizen;
 - (vi.2) failed to state nationality on the CV; or
 - (vi.3) the CV is not signed in accordance with paragraph (v) above.
- (vii) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when

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experts are working in the project office and when they are working at locations away from the project office.

(viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.

(d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

11. Documents Comprising the Bid: Financial Proposal

- 11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.
- 11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs FPF 3: Breakdown of Price per Activity, FPF 4. Breakdown of Remuneration per Activity, FPF 5. Reimbursables per Activity, and FPF 6. Miscellaneous Expenses, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.
- 11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.
- 11.4. The list of experts, and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.
- 11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subconsultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).
- 11.7. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

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12. Alternative Bids

Consultants participating in more than one bid or associating with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity shall be disqualified.

13. Bid Currencies

- 13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.
- 13.2. If so allowed in accordance with **ITB** Clause 13.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 13.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

14. Bid Validity

- 14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 15 should also be extended corresponding to the extension of the bid validity period at the least. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

15. Bid Security

- 15.1. The Consultant shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
<i>For biddings conducted by</i>	

<p><i>LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 15.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the

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Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 15.2.

15.4. Upon signing and execution of the contract pursuant to **ITB** Clause 31, and the posting of the performance security pursuant to **ITB** Clause 32, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB** Clause 15.2.

15.5. The bid security may be forfeited:

(a) if a Consultant:

- (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;
- (ii) does not accept the correction of errors pursuant to **ITB** Clause 0;
- (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 27.2;
- (iv) submission of eligibility requirements containing false information or falsified documents;
- (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the HRRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding,

submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- (b) if the successful Consultant:
 - (i) fails to sign the contract in accordance with **ITB** Clause 31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 32; or
 - (iii) any other reason stated in the **BDS**.

16. Format and Signing of Bids

- 16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.
- 16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Consultant shall prepare an original of the first and second envelopes as described in **ITB** Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Sections 10 and 11 hereof shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

17. Sealing and Marking of Bids

- 17.1. Unless otherwise indicated in the **BDS**, Consultants shall enclose their original technical proposal described in **ITB** Clause 10, in one sealed envelope marked "ORIGINAL - TECHNICAL PROPOSAL", and the original of their financial proposal in another sealed envelope marked "ORIGINAL - FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "ORIGINAL BID".
- 17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. 1 - TECHNICAL PROPOSAL" and "COPY NO. 1 - FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. 1", respectively. These envelopes

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containing the original and the copies shall then be enclosed in one single envelope.

- 17.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.
- 17.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Consultant in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 18.
- 17.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

D. Submission and Opening of Bids

18. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**. In case the deadline for submission of bids fall on a non-working day duly declared by the president, governor or mayor or other government official authorized to make such declaration, the deadline shall be the next working day.

19. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 18, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid submission and opening, the Consultant's name, its representative and the time the late bid was submitted.

20. Modification and Withdrawal of Bids

20.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline

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prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified in accordance with ITB Clause 17.4, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.

- 20.2. A Consultant may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 20.3 Bids requested to be withdrawn in accordance with ITB Clause 20.1 shall be returned unopened to the Bidders. A Consultant, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant's bid security, pursuant to ITB Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

E. Evaluation and Comparison of Bids

21. Opening and Preliminary Examination of Bids

- 21.1 Only bids from short listed bidders shall be opened and considered for award of contract. These short listed bidders, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.
- 21.2 The BAC shall open the bids immediately after the deadline for the submission and receipt of bids in public, as specified in the BDS. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Bulletin to be posted at the PhilGEPS website and the website of the Procuring Entity concerned.

- 21.3 To determine each bidder's compliance with the documents prescribed in ITB Clause 10, the BAC shall open the first envelope (Technical Proposal) and check the submitted documents of each bidder in accordance with ITB Clause 10.2 to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 21.4 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Consultant unopened
- 21.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 21.6 All technical envelopes shall be resealed. Those rated "passed" shall be secured for the detailed technical bid evaluation, while those rated "failed" will be secured for purposes of possible filing of a request for reconsideration unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately.
- 21.7 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

22. Process to be Confidential

- 22.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of shortlisted Consultants, unless otherwise allowed in the BDS or in the case of ITB Clause 23.
- 22.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Consultant's bid.

23. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Consultant for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Consultant in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

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24. Bid Evaluation

- 24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.
- 24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.
- 24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- 24.4 All participating short listed consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the HoPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

25 Evaluation of Technical Proposals

- 25.1 The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.
- 25.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:
- Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;
 - Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and

- (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.

25.3 The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.

25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:

- (a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 18;
- (b) failure to submit any of the technical requirements provided under this ITB and TOR;
- (c) the Consultant that submitted a Bid or any of its partner and/or subconsultant belongs to one of the conflict of interest cases as described in **ITB** Clauses 2.12.1(a) to (c) and failed to make a proper statement to that effect in the cover letter; or
- (d) the Technical Proposal included any cost of the services.

26 Opening and Evaluation of Financial Proposals

26.1 Financial Proposals shall be opened on the date indicated in the **BDS**.

26.2 The Financial Proposals opened shall be evaluated based on the evaluation procedure indicated in **ITB** Clause 1.1 using the corresponding procedure provided in the **BDS**.

27 Negotiations

27.1 Negotiations with the Consultant that submitted the Highest Rated Bid shall be held at the address indicated in the **BDS**. The aim is to reach agreement on all points.

27.2 Negotiations shall cover the following:

- (a) Discussion and clarification of the TOR and Scope of Services;
- (b) Discussion and finalization of the methodology and work program proposed by the Consultant;
- (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);

- (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
- (e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
- (f) Provisions of the contract.

27.3 Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

27.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.

27.5 The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose Bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

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28 Post Qualification

- 28.1 The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and **ITB** Clauses 10 and 11.
- 28.2 Within a non-extendible period of five (5) calendar days from receipt by the Consultant of the notice from the BAC that it submitted the Highest Rated Bid, the Consultant shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to **ITB** Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4 If the BAC determines that the Consultant with the Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the HRRB, and recommend to the HoPE the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5 A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.
- 28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29 Reservation Clause

- 29.1 Notwithstanding the eligibility, short listing, or post-qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective bidders are declared ineligible;

- (c) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or
- (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

- 30.1 Subject to **ITB** Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable;
 - (ii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.
 - (b) Posting of the performance security in accordance with **ITB** Clause 32;
 - (c) Signing of the contract as provided in **ITB** Clause 31; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 31.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4 The following documents shall form part of the contract:
- (1) Contract Agreement;
 - (2) Bidding Documents;
 - (3) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (4) Performance Security;
 - (5) Notice of Award of Contract; and
 - (6) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1 Unless otherwise provided in the **BDS**, to guarantee the faithful performance by the winning Consultant of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five percent (5%)
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Thirty percent (30%)

32.3 Failure of the successful Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of contract award. However if no Consultant had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

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33. Notice to Proceed

33.1 Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.

33.2 The contract effectivity date shall be the date of the signing of the contract by the parties. The Consultant shall commence performance of its obligations immediately upon receipt of the Notice to Proceed.

34. Protest Mechanism

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

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Section III. Bid Data Sheet

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Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is the <i>Philippine Deposit Insurance Corporation (the "PDIC")</i></p> <p>The evaluation procedure is: Quality Cost Based Evaluation/Selection (QCBE/QCBS)</p> <p><i>NOTE: For the World Bank, all of the above may be used. GoP permits the use of QCBE and QBE, users should note that the GoP version of QBE is what the World Bank refers to as selection under a fixed budget. A summary of each is set out below:</i></p> <p><i>QCBE/QCBS – (GoP and WB) Technical and Financial Scores are combined to determine the winner. ABC is stated and Financial Proposal above this amount are rejected except in the case of WB, no ABC or cost estimate is included in the Bidding Documents except for an estimate of the staff months required to complete the Project.</i></p>
1.2	The Funding Source is: <i>PDIC's 2023-2024 Corporate Operating Budget</i>
1.3	Engagement of a Consulting Service Provider (CSP) for the Review and Rationalization of PDIC Competency-Based Human Resource System (CBHRS) Framework and Competency-Based Job Descriptions (CBJDs)
1.4	<i>Please refer to the Terms of Reference for the full and complete deliverables/expected outputs for the Project.</i>
5	No further instructions.
6.1	The consultant shall not in any way assign, subcontract, or transfer its rights and obligations relative to this project without the written consent of the PDIC.
6.2	No further instructions
7.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on <u>January 23, 2024</u> ^{pm} at 2:00 PM at Conference Room, 5th Floor, PDIC Building 2228 Chino Roces Avenue, Makati City.</p> <p>The prospective bidders may also participate in the Pre-bid Conference via online by accessing the link herein below provided:</p> <p>https://teams.microsoft.com/j/team/19%3ae3a82c13e4a24186a613bcac388b7644%40thread.tacv2/conversations?groupId=1a61d44d-55ff-4fe6-b3e4-76e886a218cc&tenantId=8f3038a8-ef6f-4a95-996b-0688c89f4610</p>

8.1	<p>The Procuring Entity's address is:</p> <p><i>PDIC Building, 2228 Chino Roces Avenue, Makati City</i></p> <p><i>Analinda C. Lao</i></p> <p><i>Telephone Numbers – (02) 88414915</i></p> <p><i><u>bacsecretariat@pdic.gov.ph</u></i></p>
10.1(b)	Not applicable
10.1(c)	<p>MINIMUM QUALIFICATIONS OF THE FIRM/CONSULTING SERVICE</p> <ol style="list-style-type: none"> 1. Be duly registered or licensed to do Consulting Business in the Philippines and has been in the consulting business for at least seven (7) years; 2. Have completed at least two (2) Human Resource and Organization Development (HR and OD) – related Consulting Projects (Please refer to TOR) with the Philippine government or private entities within the last seven (7) years; and 3. Has the capacity to undertake additional similar workloads on top of the currently being undertaken consulting project/s. <p>Please see the Terms of Reference for the minimum qualifications of the firm</p>
0	Inclusive of any and all taxes (including, but not limited to, the applicable Value Added Tax), fees, duties and such other imposts or levies which may be required by the government.
0	The ABC is <i>Php P5,000,000.00</i> Any bid with a financial component exceeding this amount shall not be accepted, and shall constitute as valid ground for the disqualification of the bidder.
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid for <i>120 days from date of the opening.</i>
15.1	<p>The bid security shall be limited to a <u>Bid Securing Declaration</u> or any of the following forms and amounts:</p> <p>The amount of not less than Php 100,000.00 or <i>2% of the ABC of P5,000,000.00</i> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>The amount of not less than Php 250,000.00 or <i>5% of ABC of P 5,000,000.00</i>, if bid security is in Surety Bond.</p>
15.2	The bid security shall be valid for <i>120 days from date of the opening.</i>
15.5(b)(iii)	No further instructions.

17.1	No further instructions.
17.3	Each bidder shall submit <i>one (1) original and one (1) duplicate</i> copies of the first and second components of its bid.
18	<p>The address for submission of financial and technical proposals is at the Ground Floor, PDIC Building, 2228 Chino Rocés Avenue, Makati City.</p> <p>The deadline for submission of financial and technical proposals is <u>February 06, 2024</u> <i>Wk</i>, 2:00 pm.</p>
21.2	<p>The address for opening of technical proposal is at the <i>5th Floor, Conference Room, PDIC Building, 2228 Chino Rocés Avenue, Makati City</i></p> <p>The date and time for opening of technical proposal is <u>February 06, 2024</u> <i>pm</i>, 2:00 p.m.</p>
22.1	No further instructions.
25	<p>The technical proposals shall be evaluated based on the criteria specified in the Technical Bid Evaluation Form, a copy of which is hereto attached and is made an integral part of the Bidding Documents for the Project.</p> <p>The minimum passing score is 80%</p> <p>After the evaluation of quality/technical proposal is completed, the Procuring Entity shall notify those consultants whose bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise specified in ITB Clause 26.1. The notification may be sent by registered letter, facsimile, or electronic mail.</p>
26.1	<p>The opening of Financial Proposals shall be on <u>February 16, 2024</u>, <i>Krus</i> 2:00 p.m. at Conference Room, 5th Floor, PDIC Building, 2228 Chino Rocés Avenue, Makati City.</p> <p>Financial Proposals shall be opened in public.</p> <p><i>The short-listed bidders are requested to attend the opening of the Financial Proposals.</i></p>

26.2

The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.

The BAC shall determine whether the Financial Proposals are complete, *i.e.*, whether all the documents mentioned in **ITB** Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in **ITB** Clause 13. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.

The lowest Financial Proposal (F1) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:

$$Sf = 100 \times F1/F$$

Where:

Sf is the financial score of the Financial Proposal under consideration,

F1 is the lowest Financial Proposal, and

F is the Financial Proposal under consideration.

Using the formula $S = St \times T\% + Sf \times F\%$, the Bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated below:

T _____ [From 0.6 to 0.85]; and

F _____ [From 0.15 to 0.4];

Provided, that, the total weights given to the Technical and Financial Proposals shall add up to 1.0.

The evaluation procedure is **Quality-Cost Based Evaluation/Selection**. In this regard, the following processes for the opening and evaluation of bids shall be adopted:

a) The technical proposal together with the financial proposal shall be

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	<p>considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 25.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened.</p> <p>b) The financial and technical proposals shall be given corresponding weights with the financial proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the financial proposal shall add to one hundred percent (100%). The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.</p> <p>c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</p> <p>d) After approval by the HoPE of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with ITB Clause 27.</p> <p>The numerical weight and the minimum required St for each criterion are as follows:</p> <p><i>Technical Proposal – 60%</i></p> <p><i>Financial Proposal – 40%</i></p> <p>The minimum St required to pass is 75%</p>
27.1	<p>The address for negotiations is at PDIC Building, 2228 Chino Roces Avenue, Makati City.</p>
27.2(e)	<p>Except when otherwise advantageous to the Procuring Entity, no negotiations pertaining to the Financial Proposal shall be undertaken.</p>
28.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the consultant of the notice from the BAC that it submitted the Highest Rated Bid, the consultant shall submit the following:</p> <p>a. <i>2022 Income Tax Return filed and paid thru the Bureau of Internal Revenue (BIR) Electronic and Filing Payment System (EFPS);</i></p> <p>b. <i>Business Tax Returns within the last 6 months preceding the date of bid submission filed and paid thru BIR EFPS;</i></p> <p>Only tax returns filed and taxes paid through the BIR EFPS shall be accepted.</p> <p>Failure to submit any of the above requirements on time, or a finding against the veracity thereof, shall constitute as valid ground for the forfeiture of the bid security as well as the disqualification of the bidder for award.</p>

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31.4.6	<i>No additional requirement.</i>								
32.1	<p>PERFORMANCE SECURITY</p> <p>To guarantee the faithful performance by the winning bidder of its obligations under the contract, in accordance with the bidding documents, it shall post a performance security prior to the signing of the contract. The performance security shall be in an amount equal to a percentage of the total contract price in accordance with the following schedule:</p> <table border="1" data-bbox="368 562 1390 1276"> <thead> <tr> <th data-bbox="368 562 983 664">Form of Security</th> <th data-bbox="983 562 1390 664">Minimum Amount in % of Total Contract Price</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 664 983 807">1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank</td> <td data-bbox="983 664 1390 807">Five percent (5%)</td> </tr> <tr> <td data-bbox="368 807 983 1095">2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; <i>Provided</i>, however, that it shall be confirmed or authenticated by a local Universal or Commercial Bank, if issued by a foreign Bank.</td> <td data-bbox="983 807 1390 1095">Five percent (5%)</td> </tr> <tr> <td data-bbox="368 1095 983 1276">3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td data-bbox="983 1095 1390 1276">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Security	Minimum Amount in % of Total Contract Price	1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Five percent (5%)	2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; <i>Provided</i> , however, that it shall be confirmed or authenticated by a local Universal or Commercial Bank, if issued by a foreign Bank.	Five percent (5%)	3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
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3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)								
33.2	No further instructions								

TECHNICAL BID EVALUATION

ENGAGEMENT OF A CONSULTING SERVICE PROVIDER (CSP) FOR THE
REVIEW AND RATIONALIZATION OF PDIC COMPETENCY FRAMEWORK AND COMPETENCY-BASED JOB DESCRIPTIONS (CBJDs)

Name of Bidder

DISTRIBUTION OF WEIGHT

- TECHNICAL PROPOSAL (TP) - 60%
 - FINANCIAL PROPOSAL (FP) - 40%
- 100%

PASSING SCORE (TP)

80%

QCBE PASSING SCORE

75%

Rating System for the Evaluation of Bids:

The first 2 criteria are to evaluate the Qualifications and Experience of the Consulting Service Provider (CSP) and the Project Team; the 3rd and 4th criteria are to evaluate the Plan of Approach and Methodology and the Timeline; while 5th and 6th criteria are to evaluate the Preparedness Level, and Competency and Credibility of the Project Manager, Team Leader or Project Resource Person/Subject Matter Expert to undertake the project through the latter's presentation of the project proposal; and

When two or more proposals are tied in any criterion, they are given the higher rating.

TECHNICAL PROPOSAL (60%)												
CRITERIA	MAX. RATING	BIDDER 1	BIDDER 2	BIDDER 3								
Qualification of the Project Team, Experience and Capability, Plan of Approach and Methodology / Timetable (70%)												
1) <u>Qualification of the Project Team</u> – pertains to the qualification of the Project Manager (PM), Subject Matter Experts (SME) and other Team Members (TMs), if any (based on CVs submitted). Covers <u>suitability of key staff to perform the duties of the particular assignments</u> and general qualifications and competence including education and training of the key staff. Metrics: <table border="1" style="width: 100%;"> <tr> <td>20%</td> <td>More than 7 years of experience with 4 or more HR/OD-related Consultancy Projects completed, one of which must be with a government entity</td> </tr> <tr> <td>17%</td> <td>7 years of experience and with 2 or 3 HR/OD-related Consultancy Projects completed, one of which must be with a government entity</td> </tr> <tr> <td>15%</td> <td>Less than 7 years of experience and with 1 HR/OD-related Consultancy Project completed with a government entity</td> </tr> <tr> <td>0</td> <td>Less than 7 years of experience and with no (0) relevant HR/OD Consultancy Project completed with a government entity</td> </tr> </table>	20%	More than 7 years of experience with 4 or more HR/OD-related Consultancy Projects completed, one of which must be with a government entity	17%	7 years of experience and with 2 or 3 HR/OD-related Consultancy Projects completed, one of which must be with a government entity	15%	Less than 7 years of experience and with 1 HR/OD-related Consultancy Project completed with a government entity	0	Less than 7 years of experience and with no (0) relevant HR/OD Consultancy Project completed with a government entity	20%			
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0	Less than 7 years of experience and with no (0) relevant HR/OD Consultancy Project completed with a government entity											

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<p>2) Experience and Capability – pertains to the experience and capability of Consulting Service Provider or the Firm with regard to HR/OD projects and performance of similar projects as evidenced by documentary submissions / records.</p> <p>Shall consider both the overall experience of the Firm and the principal and key staff including the times employed by the other CSPs.</p> <p>Metrics:</p> <table border="1" data-bbox="226 397 1651 665"> <tr> <td>15%</td> <td>More than 7 years of experience in Consulting and with 4 or more HR/OD-related Consultancy Projects completed, one of which must be with a government entity</td> </tr> <tr> <td>13%</td> <td>7 years of experience in Consulting and with 2 or 3 HR/OD-related Consultancy Projects completed, one of which must be with a government entity</td> </tr> <tr> <td>10%</td> <td>Less than 7 years of experience in Consulting and with 1 HR/OD-related Consultancy Project completed with a government entity</td> </tr> <tr> <td>0</td> <td>Less than 7 years of experience in Consulting and with no similar Consultancy Project completed with a government entity</td> </tr> </table>	15%	More than 7 years of experience in Consulting and with 4 or more HR/OD-related Consultancy Projects completed, one of which must be with a government entity	13%	7 years of experience in Consulting and with 2 or 3 HR/OD-related Consultancy Projects completed, one of which must be with a government entity	10%	Less than 7 years of experience in Consulting and with 1 HR/OD-related Consultancy Project completed with a government entity	0	Less than 7 years of experience in Consulting and with no similar Consultancy Project completed with a government entity	15%			
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<p>3) Plan of Approach and Methodology – is comprehensive; the approaches and methodologies are simple and appropriate; steps are clear, organized, practicable, and lead to the generation of intended/ target outputs.</p> <p>Emphasis on the <u>clarity, feasibility, innovativeness and comprehensiveness of the plan approach and methods</u> to be used, and the quality of interpretation of project problems, risks, and suggested solutions.</p> <p>Metrics:</p> <table border="1" data-bbox="226 933 1657 1307"> <tr> <td>20%</td> <td>The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>all possible problems, risks and appropriate solutions</u> in the course of implementing the project; no <u>potential issues</u> were identified by the panel/ end-user on the proposed Plan of Approach.</td> </tr> <tr> <td>17%</td> <td>The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>most of possible problems, risks and appropriate solutions</u> in the course of implementing the project; <u>1-2 potential issues were identified</u> by the panel/ end-user on the proposed Plan of Approach.</td> </tr> <tr> <td>15%</td> <td>The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>some possible problems, risks and appropriate solutions</u> in the course of implementing the project; <u>3 or more potential issues were identified</u> by the panel/ end-user on the proposed Plan of Approach.</td> </tr> <tr> <td>0%</td> <td>The Plan of Approach and Methods are not clear nor doable nor innovative nor comprehensive, and <u>did not consider possible problems, risks and appropriate solutions</u> in the course of implementing the project.</td> </tr> </table>	20%	The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>all possible problems, risks and appropriate solutions</u> in the course of implementing the project; no <u>potential issues</u> were identified by the panel/ end-user on the proposed Plan of Approach.	17%	The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>most of possible problems, risks and appropriate solutions</u> in the course of implementing the project; <u>1-2 potential issues were identified</u> by the panel/ end-user on the proposed Plan of Approach.	15%	The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>some possible problems, risks and appropriate solutions</u> in the course of implementing the project; <u>3 or more potential issues were identified</u> by the panel/ end-user on the proposed Plan of Approach.	0%	The Plan of Approach and Methods are not clear nor doable nor innovative nor comprehensive, and <u>did not consider possible problems, risks and appropriate solutions</u> in the course of implementing the project.	20%			
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4) Timetable – Meets the prescribed project timeline; activities, milestones and deliverables are well-defined and aligned with the Terms of Reference (TOR).		15%			
Metrics:					
15%	The proposed timetable and activities meet the prescribed timeline; <u>all</u> activities, milestones and deliverables are clearly indicated and responsive of the requirements of the project per approved TOR.				
10%	The proposed timetable and activities meet the prescribed timeline; <u>most</u> activities /milestones and deliverables are clearly indicated and responsive of the requirements of the project per approved TOR.				
0%	The proposed timetable deviates from the prescribed timeline; <u>some</u> milestones and deliverables are clearly indicated and responsive of the requirements of the project per approved TOR.				
Sub-Total for Item A		70%			

N/A

i. Presentation of the Technical Proposal (30%)

<p>5) Preparedness The Presenter/Resource Person is well -prepared, knowledgeable about the Technical Bid/Proposal, and clear about the processes involved.</p> <p>Metrics:</p> <table border="1"> <tr> <td>15%</td> <td>Well-prepared, knowledgeable about the Technical Bid/Proposal and clear about the processes involved; able to provide a holistic view of the entire project components from start to end; with no major issues raised for clarification by the panel that required adjustments in the methodology as proposed</td> </tr> <tr> <td>13%</td> <td>Presented the project proposal comprehensively by elaborating on the design/plan; with 1-2 major issues raised for clarification by the panel that required adjustments in the methodology as proposed</td> </tr> <tr> <td>10%</td> <td>Focused more on the activities and lacks discussion on the processes or proposed methodologies in generating the project outputs; with <u>3 major issues</u> raised for clarification by the panel that required adjustments in the methodology as proposed</td> </tr> <tr> <td>0</td> <td>Unable to provide clear details on the processes or methodologies in generating the project outputs; with more than 3 major issues raised for clarification by the panel that required adjustments in the methodology as proposed.</td> </tr> </table>	15%	Well-prepared, knowledgeable about the Technical Bid/Proposal and clear about the processes involved; able to provide a holistic view of the entire project components from start to end; with no major issues raised for clarification by the panel that required adjustments in the methodology as proposed	13%	Presented the project proposal comprehensively by elaborating on the design/plan; with 1-2 major issues raised for clarification by the panel that required adjustments in the methodology as proposed	10%	Focused more on the activities and lacks discussion on the processes or proposed methodologies in generating the project outputs; with <u>3 major issues</u> raised for clarification by the panel that required adjustments in the methodology as proposed	0	Unable to provide clear details on the processes or methodologies in generating the project outputs; with more than 3 major issues raised for clarification by the panel that required adjustments in the methodology as proposed.	15%			
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<p>6) Competency and Credibility The Presenter or Resource Person exhibits credibility and understanding of the concepts of Competency-Based Human Resource Management, Competency Profiling and Competency Review, Crafting of Competency Dictionary, Competency Assessments, and job analysis, among as demonstrated through keen and concrete replies to questions and clarifications raised by the panel / end-users during the project presentation.</p> <p>Metrics:</p> <table border="1"> <tr> <td>15%</td> <td>Exhibited high credibility and deeper understanding of the concepts which are relevant and appropriate to the requirements of the project; <u>all</u> questions and/or issues raised by the panel / end-users were thoroughly responded to by the Presenter/ Resource Person.</td> </tr> <tr> <td>13%</td> <td>Generally exhibited credibility and understanding of the concepts relevant and appropriate to the requirements of the project; <u>1-2</u> questions and/or issues raised by the panel / end-users were not thoroughly clarified or responded to by the Presenter/ Resource Person.</td> </tr> <tr> <td>10%</td> <td>Exhibited some degree of credibility and understanding of the concepts relevant and appropriate to the requirements of the project; <u>3</u> questions and / or issues raised by the panel / end-users were left hanging or not responded to by the Presenter /Resource Person.</td> </tr> <tr> <td>0</td> <td>Exhibited minimal degree of credibility and understanding of the concepts relevant and appropriate to the requirements of the project; more than 3 questions and/or issues raised by the panel/ end-users were not responded to by the Presenter/Resource Person.</td> </tr> </table>	15%	Exhibited high credibility and deeper understanding of the concepts which are relevant and appropriate to the requirements of the project; <u>all</u> questions and/or issues raised by the panel / end-users were thoroughly responded to by the Presenter/ Resource Person.	13%	Generally exhibited credibility and understanding of the concepts relevant and appropriate to the requirements of the project; <u>1-2</u> questions and/or issues raised by the panel / end-users were not thoroughly clarified or responded to by the Presenter/ Resource Person.	10%	Exhibited some degree of credibility and understanding of the concepts relevant and appropriate to the requirements of the project; <u>3</u> questions and / or issues raised by the panel / end-users were left hanging or not responded to by the Presenter /Resource Person.	0	Exhibited minimal degree of credibility and understanding of the concepts relevant and appropriate to the requirements of the project; more than 3 questions and/or issues raised by the panel/ end-users were not responded to by the Presenter/Resource Person.	15%			
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Sub-Total for Item B		30%										
TOTAL SCORE		100%										

Approved
 M. D. ...
 N. ...

Section IV. General Conditions of Contract

Section IV. General Conditions of Contract

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1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
 - (b) "Consultant" refers to the short listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
 - (c) "Consulting Services" refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
 - (d) "Contract" means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
 - (e) "Effective Date" means the date on which this Contract comes into full force and effect.
 - (f) "Foreign Currency" means any currency other than the currency of the Philippines.
 - (g) "Funding Source" means the entity indicated in the SCC.
 - (h) "GCC" means these General Conditions of Contract.
 - (i) "Government" means the Government of the Philippines (GoP).
 - (j) "Local Currency" means the Philippine Peso (Php).
 - (k) "Member," in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and "Members" means all these entities.
 - (l) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.
 - (m) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; "Local Personnel" means such persons who at the time of being so hired had their

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domicile inside the Philippines; and "Key Personnel" means the Personnel referred to in GCC Clause 39.

- (n) "Procuring Entity" refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) "Subconsultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of GCC Clause 50.
- (r) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Subconsultant.

2. Headings

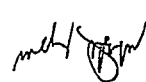
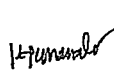
The headings shall not limit, alter or affect the meaning of this Contract.

3. Location

The Services shall be performed at such locations as are specified in Appendix I and, where the location of a particular task is not so specified, at such locations, whether in the Philippines or elsewhere, as the Procuring Entity may approve.

4. Law Governing Contract and Services

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultant, as well as the Personnel of the Consultant and any Subconsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

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5. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6. Consultants and Affiliates Not to Engage in Certain Activities

6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

6.2 The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SCC.

7. Authority of Member in Charge

In case the Consultant is a JV, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

8. Resident Project Manager

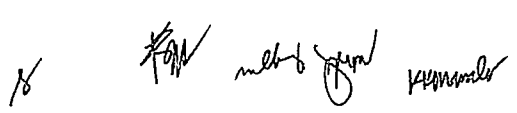
If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country, a resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.

9. Entire Agreement

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10. Modification

Unless otherwise specified in the SCC, no modification of the terms and conditions of this Contract, including any modification of the scope of the



Services shall be allowed. Pursuant to **GCC** Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

11. Relationship of Parties

11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

11.2 The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

12. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the **SCC**.

13. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

14. Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **GCC** Clause 34 hereof.

15. Notices

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the **SCC**.

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- 15.2 Notice shall be deemed to be effective as specified in the SCC.
- 15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to GCC Clause 15.2.

16. Warranty as to Eligibility

- 16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II. Eligibility Documents issued for this project.
- 16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

17. Confidentiality

Except with the prior written consent of the Procuring Entity, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "confidential information" means any information or knowledge acquired by the Consultant and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

18. Payment

- 18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by GCC Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.
- 18.2 Subject to the ceilings specified in GCC Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in GCC Clause 53.2; and (ii) reimbursable expenditures as set forth in GCC Clause 53.4. Said remuneration shall not be subject to price adjustment.
- 18.3 All payments under this Contract shall be made to the account of the Consultant specified in the SCC.

19. Currency of Payment

Unless otherwise specified in the SCC, all payments shall be made in Philippine Pesos.

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20. Liability of the Consultant

Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

21. Insurance to be Taken Out by the Consultant

21.1 The Consultant, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.

21.2 The Procuring Entity undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

22. Effectivity of Contract

The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the SCC have been met.

23. Commencement of Services

The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in GCC Clause 22.

24. Expiration of Contract

Unless sooner terminated pursuant to GCC Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the SCC.

25. Force Majeure

25.1 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Consultant could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Consultant.

25.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

25.3 Unless otherwise agreed herein, force majeure shall not include:

- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees;

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- (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
- (c) insufficiency of funds or failure to make any payment required hereunder; or
- (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.

- 25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.
- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

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26. Suspension

26.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (e.g. suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure; and
- (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

27. Termination by the Procuring Entity

27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:

- (a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
- (b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- (c) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
- (d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or

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affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;

- (e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in ITB Clause 3.1 (a);
- (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (h) The Consultant fails to perform any other obligation under the Contract.

27.2 In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, i.e., four (4) months or less, and thirty (30) days for long term contracts.

28. Termination by the Consultant

The Consultant must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the Procuring Entity with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 34 hereof
- (c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

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- (d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

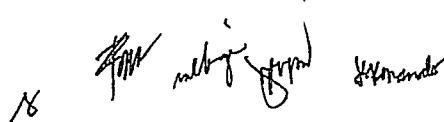
29. Procedures for Termination of Contracts

The following provisions shall govern the procedures for the termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
 - (i) that the contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and

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- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

30. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 27 or 28 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by **GCC** Clauses 35 or 36 hereof.

31. Payment Upon Termination

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, the Procuring Entity shall make the following payments to the Consultant:

- (a) remuneration pursuant to **GCC** Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to **GCC** Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to **GCC** Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

32. Disputes about Events of Termination

If either Party disputes whether an event specified in **GCC** Clause 27.1 or in **GCC** Clause 28 hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC** Clause 34 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

33. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, or upon expiration of this Contract pursuant to **GCC** Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and

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- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

34. Dispute Settlement

- 34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the SCC.

35. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity

- 35.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the SCC.
- 35.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

36. Equipment and Materials Furnished by the Procuring Entity

Equipment and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure it at the expense of the Procuring Entity in an amount equal to their full replacement value.

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37. Services, Facilities and Property of the Procuring Entity

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

- (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Clause 52 hereinafter which should be within the agreed contract ceiling.

38. Consultant's Actions Requiring Procuring Entity's Prior Approval

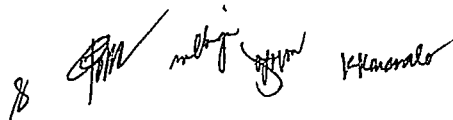
The Consultant shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
 - (i) the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
 - (ii) the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the SCC.

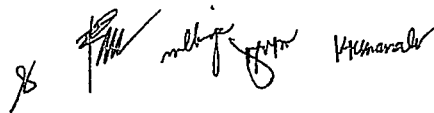
39. Personnel

39.1 The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.

39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.

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- 39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.
- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to GCC Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the SCC, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the SCC, the Consultant shall be liable for the imposition of damages as described in the SCC.
- 39.6 Any of the Personnel provided as a replacement under GCC Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

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40. Working Hours, Overtime, Leave, etc.

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:
- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
 - (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

41. Counterpart Personnel

- 41.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.
- 41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereof.

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42. Performance Security

- 42.1 Unless otherwise specified in the SCC, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the ITB Clause 32.2;
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
 - (b) The Consultant has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

43. Standard of Performance

- 43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.
- 43.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subconsultants or third parties.
- 43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.
- 43.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

18  The bottom of the page contains several handwritten signatures and initials in black ink. On the left, there is a vertical mark resembling the number '18'. To its right, there are three distinct signatures: the first is a stylized 'AM' or similar, the second is 'Melo', and the third is 'Kromado'.

44. Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to GCC Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to GCC Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

45. Procurement by the Consultant

If the Consultant, as part of the Services, has the responsibility of advising or procuring goods, works or services, for the Procuring Entity, the Consultant shall comply with any applicable procurement guidelines of the Funding Source, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or advantages obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Procuring Entity.

46. Specifications and Designs

46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.

46.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

47. Reports

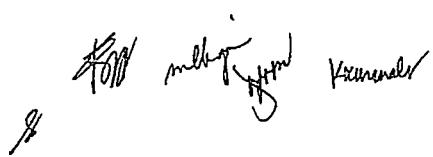
The Consultant shall submit to the Procuring Entity the reports, deliverables and documents in English, in the form, in the numbers, and within the time periods set forth in Appendix II.

48. Assistance by the Procuring Entity on Government Requirements

48.1 The Procuring Entity may assist the Consultant, Subconsultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.

48.2 The Procuring Entity shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultant, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to

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enable the Consultant, Subconsultants, or Personnel to perform the Services;

- (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and
- (e) grant to foreign Consultant, any foreign Subconsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

49. Access to Land

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Subconsultant or the Personnel of either of them.

50. Subcontract

50.1 Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subconsultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.

50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

51. Accounting, Inspection and Auditing

51.1 The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally

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accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;

- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
- (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in GCC Clause 27(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

51.3 The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and in including imprisonment.

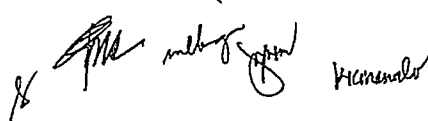
52. Contract Cost

52.1 Except as may be otherwise agreed under GCC Clause 10, payments under this Contract shall not exceed the ceiling specified in the SCC. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.

52.2 Unless otherwise specified in the SCC, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

53. Remuneration and Reimbursable Expenditures

53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.

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- 53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the SCC after the date determined in accordance with GCC Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.
- 53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the SCC.
- 53.5 Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the SCC, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the SCC.
 - (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
 - (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the SCC.

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54. Final Payment

- 54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.
- 54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

55. Lump Sum Contracts

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of GCC Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with ITB Clause 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 55.5 Termination - Upon the receipt or giving of any notice referred to in GCC Clause 29 and if the Consultant is not in default under this

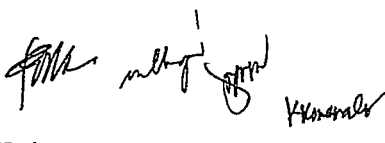
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Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.

55.6 Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

56. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

16 

*Section V. Special Conditions of
Contract*

Section V. Special Conditions of Contract

GCC Clause	
1.1 (g)	The Funding Source is: The PROCURING ENTITY through its _____ Corporate Operating Budget in the amount of _____.
6	No further instructions.
7	No further instructions. <i>(To be supplemented, if necessary, prior to contract execution)</i>
8	No further instructions.
9.	Further to Clause 9 of the GCC, the provisions of this SCC shall be submitted to the Office of the Government Corporate Counsel (OGCC) for its review prior to execution pursuant to Memorandum Circular No. 2018-02 issued by the Governance Commission for Government Owned and Controlled Corporations. Any and all comments of the OGCC as a result of its review shall be deemed incorporated in this SCC.
10	No further instructions.
12	The following shall be the authorized representatives of the parties: For the PROCURING ENTITY : _____ For the CONSULTANT : _____ <i>(To be filled in prior to the contract execution)</i>

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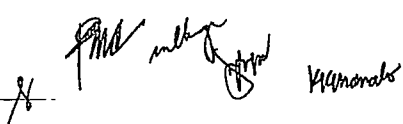
15.1	<p>Any notice, request, report, and such other matters related to this Contract which are required or permitted to be given hereunder shall be in writing and shall be personally delivered or transmitted by registered mail with postage prepaid to the parties as follows:</p> <p>To the PROCURING ENTITY : _____ _____ _____</p> <p>To the CONSULTANT : _____ _____ _____</p> <p style="text-align: center;"><i>(To be filled in prior to contract execution)</i></p>
15.2	<p>Notice thru personal delivery or registered mail with postage prepaid shall be deemed effective upon delivery.</p>
16	<p>The CONSULTANT represents and warrants that: (1) it is duly registered and licensed to do business in the Philippines, validly existing and in good standing under the laws of the Philippines in which the conduct of its business requires it to qualify, and has all requisite power and authority to carry on its business as now conducted, (2) its representative has full legal power to sign, execute and deliver the Project, and that it will comply, perform, and observe the terms and conditions hereof, (3) it has the professional expertise and knowledge to render the services herein required, (4) it possesses all the qualifications required in the Terms of Reference, (5) its Team Leader has the qualifications, expertise, and experience for the services herein required, (6) the members of the Project Team also possess the requisite qualification, experience, and knowledge for this project, (7) this Contract, when executed and delivered, will be legal, valid, and enforceable, and (8) it is free and clear of all tax liabilities to the government pursuant to Executive Order No. 398, Series of 2005. Further, it binds itself to pay taxes in full and on time; and that its failure to do so shall entitle the PROCURING ENTITY to suspend payment for any and services rendered by the CONSULTANT. Towards this, the CONSULTANT shall regularly present to the PROCURING ENTITY its tax clearance from the Bureau of Internal Revenue (BIR), as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.</p>
17	<p>The CONSULTANT agrees and acknowledges that the services covered by this Project may expose the PROCURING ENTITY to confidential information and that any disclosure of such information may subject the PROCURING ENTITY to financial, material and</p>

operational loss. Therefore, the **CONSULTANT** hereby agrees as follows:

1. The **CONSULTANT** shall protect all confidential information which the **PROCURING ENTITY** provides to it (whether orally, in writing or in any other form) using the same standards as the **CONSULTANT** applies to its own comparable confidential information, but in no event less than reasonable measures, and subject to the implementation of appropriate technical, physical, and organizational/administrative measures to protect personal data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure, or access.
2. The **CONSULTANT**, or any of its employees, agents, or representatives, shall not, either during the term of this Contract or at any time thereafter, reveal, disclose, or furnish, in any manner, to any person, firm or corporation any information, document, method, design, or material relating to the **PROCURING ENTITY**, or which otherwise are in the **PROCURING ENTITY's** possession or custody, which the **CONSULTANT** or other members of its work staff/team, or its employees, agents, or representatives may have acquired or which came to its/ their knowledge or possession by reason of this Contract.
3. If any of the **CONSULTANT's** employees, agents, or representatives, who has previously rendered services to the **PROCURING ENTITY**, resigns or disengages from the **CONSULTANT** during the subsistence of this contract, the **CONSULTANT** must inform the **PROCURING ENTITY** of such fact within five (5) calendar days from resignation or disengagement of said employee, agent, or representative. The terms of confidentiality shall apply and bind the resigned or disengaged employee, agents, or representatives of the **CONSULTANT** who have acquired confidential information by reason of their previous relation with the **CONSULTANT**. The **CONSULTANT** shall be liable for damages or injury to the **PROCURING ENTITY** resulting from disclosure by them of such information, document, method, design, or material.
4. The **CONSULTANT** shall comply with the obligations imposed on personal information processor under Section 44(b) of the Implementing Rules and Regulations (IRR) of the Data Privacy Act, and all of the provisions of the Data Privacy Act, its IRR, and circulars issued by the National Privacy Commission pertaining to the processing and retention of personal information subject of this Project, as may be applicable. The **CONSULTANT** is strictly prohibited from

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	<p>accessing the records, making photocopies thereof, or transferring/allowing third parties access thereto without the prior written permission or instruction from the PROCURING ENTITY.</p> <p>5. The CONSULTANT shall be liable for any disclosure of confidential information by its employees, agents, or representatives and other violations under the Data Privacy and Bank Secrecy Laws, without prejudice to other legal remedies available to the PROCURING ENTITY.</p> <p>6. All data and information related to the Project furnished by the PROCURING ENTITY to the CONSULTANT shall be treated with strict confidentiality and shall be returned to the PROCURING ENTITY upon completion of the works without need of demand. The same shall not be released to third parties without the written consent of the PROCURING ENTITY.</p> <p>7. The CONSULTANT agrees to assume sole responsibility and hereby undertakes to indemnify the PROCURING ENTITY, for any damage, which the PROCURING ENTITY may sustain by reason of breach of any of the above conditions.</p> <p>8. Nothing in this Contract shall be deemed to limit or restrict the rights of the PROCURING ENTITY to assert any claim for violation/infringement of patent, copyright, trade secrets or other intellectual property rights against the CONSULTANT.</p> <p>The CONSULTANT and its project staff may be required by the PROCURING ENTITY to sign a confidentiality or non-disclosure agreement.</p>
18	<p>In consideration of the services to be performed by the CONSULTANT to the PROCURING ENTITY, as well as the CONSULTANT's compliance with all the terms and conditions of this Project, the PROCURING ENTITY agrees to pay the CONSULTANT the amount of _____ (Php _____), Philippine currency, inclusive of all applicable taxes (EVAT and all other related taxes) and other government mandated fees and other applicable fees and charges, for the execution and completion of the Project, including the materials, equipment, operational expenses, out of pocket expenses, and the remedying of any defects therein.</p> <p>The consideration/contract price referred to above shall be paid through progress billing. Each and every payment herein specified shall be net of any and all amounts required by law or this Contract to be retained or deducted by the Procuring Entity or paid by or charged against the Supplier under the terms of this Project. Payment shall be made according to the following schedule:</p>



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PHASES	DELIVERABLES	TIMELINE	PAYMENT SCHEDULE
Phase I - Planning and Orientation	<p>1. Project Inception Report (PIR) accepted and approved by the Human Resource Group Head with components as follows:</p> <ul style="list-style-type: none"> • Firmed-up Project Design and Methodology • Roles and responsibilities of PDIC and CSP; and • Timeline (Project Gantt Chart) <p>2. Project Orientation with the following as participants:</p> <ul style="list-style-type: none"> • PDIC Project Team and select HRG officers, staff • Excom, and Mancom <p>3. Minutes of Meetings, if any</p>	End of 1 st month from the issuance of Notice to Proceed	10% of the contract price

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<p>Phase II – Review and Assessment of Current PDIC Competency Framework</p>	<ol style="list-style-type: none"> 1. Report on the Assessment of Current PDIC competencies including other relevant policies, comments gathered during interviews 2. Assessment Results presented to: <ul style="list-style-type: none"> • PDIC Project Team, HRG Excom, and Mancom 3. Minutes of Meetings, if any 	<p>End of the 3rd month of the project duration</p>	<p>20% of the contract price</p>
<p>Phase III Determination of Competencies</p>	<ol style="list-style-type: none"> 1. Report on the result of FGD 2. Presentations of recommended competencies to Mancom 3. Minutes of Meeting, if any 	<p>End of the 4th month of the project duration</p>	<p>10% of the contract price</p>
<p>Phase IV Rationalization of Competency Framework</p>	<ol style="list-style-type: none"> 1. Submission of the following as approved by 	<p>End of the 5th month of the project duration</p>	<p>15% of the contract price</p>

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		<p>the GH or SH or PCEO:</p> <ul style="list-style-type: none"> • Competency Framework • Competency Dictionary with behavioral indicators showing progression of proficiency <p>2. Presentation of the Competency Framework to the Board</p> <p>3. Minutes of Meetings, if any</p>		
	Phase V –Position Profiling	<p>1. Submission of the following, as approved by GH or SH or PCEO:</p> <ul style="list-style-type: none"> ➢ Rationalized Competency Profiles per position or per Unit ➢ Report on the result of validation <p>2. Minutes of Meetings, if any</p>	End of the 6 th month of the project duration	10% of the contract price

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<p>Phase VI – Updating CBJDs</p>	<p>1. Submission of the Compilation of Rationalized CBJDs for all positions (by Sector or Group or Department) accepted and approved by GH-HRG</p>	<p>End of the 7th month of the project duration</p>	<p>20% of the contract price</p>
<p>Phase VII – Project Documentation and Closure</p>	<p>1. Submission of the Compendium of <u>Final Outputs</u> to the PCEO, thru GH-HRG (2 sets):</p> <ul style="list-style-type: none"> • User's Manual or Guidelines for the use or applicatio n of compete ncies • Compete ncy Framewor k • Compete ncy Dictionary • Compete ncy Profile per position by Sector, Group, and Departme nt 	<p>End of the 8th month of the project duration</p>	<p>15% of the contract price</p>

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		<ul style="list-style-type: none"> • Communi cation Plan • PowerPoi nt Presentati on (cascade material) • Project Terminal Report, including Technical advice or recomme ndation in the implemen tation of the CBHRS • All reports generate d from this project <p>2. Digitized copies of all the outputs and templates used in this project</p>		
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Payment of each and every progress billing shall be made by the **PROCURING ENTITY** not later than fifteen (15) calendar days from receipt of the billing statement, and after issuance by the **PROCURING ENTITY** of the certificate of completion of the corresponding set of tasks/works/milestone. Completion shall be understood to mean compliance by the **CONSULTANT** of all of the standards/requirements set by the **PROCURING ENTITY** for the Project. For purposes of this provision, the **CONSULTANT** hereby acknowledges that the **PROCURING ENTITY** shall be the final arbiter on the acceptability and sufficiency of the **CONSULTANT's** deliverables and completed outputs.

All payments made under this Contract shall be subject to the **PROCURING ENTITY's** and government accounting rules and regulations which shall include, among others, the Commission on

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	<p>Audit (COA) Circular No. 2012-001 (Prescribing the Revised Guidelines and Documentary Requirements for Common Government Transactions) and any amendment thereof.</p> <p>Notwithstanding the issuance of the corresponding certificate of completion mentioned above, no progress payment shall be construed as a waiver or relinquishment of the right of the PROCURING ENTITY to demand the return of any of the payments made by the PROCURING ENTITY to the CONSULTANT by reason of the latter's failure to correct, repair, or remedy any defect discovered and/or which become apparent during the progress of work on the Project or in the event that the CONSULTANT violates or breaches any of the terms and conditions of this Contract.</p> <p>The PROCURING ENTITY, at no additional cost to it, has the option to amend or modify the schedule provided above.</p>
18.3	Details of the Consultant's account where payment may be made shall be filled out by winning consultant prior to contract signing.
19	No further instructions.
20	<p>The CONSULTANT shall save and hold the PROCURING ENTITY and/or its officials, employees, or agents free and harmless from any and all liabilities, suits, actions, demands for damages arising from death or injuries to persons, properties, or any loss resulting from or caused by any of its personnel or staff, directly or indirectly, incidental to or in connection with the performance of the services under the contract.</p> <p>Further, the CONSULTANT agrees to indemnify the PROCURING ENTITY against any and all loss, injury or damage either to person or property which the PROCURING ENTITY may suffer by reason of the willful misconduct, unlawful or negligent act or omission of the CONSULTANT or any of its personnel or representative.</p> <p>The indemnity required herein shall be in addition with the other remedies and sanctions which the PROCURING ENTITY may exercise under the contract, pertinent laws, rules, and regulations.</p>
22	None.
23 & 24	<p>The CONSULTANT undertakes to fully complete the project to the satisfaction of the PROCURING ENTITY within the aggregate period of eight (8) months as outlined IN Clause 18 of the SCC, reckoned from receipt of the Notice to Proceed (NTP).</p> <p>Said period shall exclude the following:</p> <ol style="list-style-type: none"> 1. the period during which an output or deliverable submitted is placed under review and/or consideration for approval by PDIC Management, and/or the PDIC

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	<p>Board of Directors; and</p> <p>2. the period to be agreed upon by the parties, during which the CONSULTANT is in the process of implementing revisions as recommended by the PROCURING ENTITY on the previously submitted output or deliverable.</p> <p>The period during which the CONSULTANT shall implement the revisions required by the PROCURING ENTITY on a previously submitted output or deliverable, which period shall in no case exceed fifteen (15) calendar days from the date the output or deliverable was returned for revision.</p>
26 & 27	<p>Further to Clauses 26 & 27 of the GCC, the CONSULTANT shall, in the event that violates or breaches any of the terms and conditions of this Contract, which includes neglecting to perform and deliver within the prescribed period any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner, shall be liable in any or all of the following consequences of default:</p> <p>a. Forfeiture of Performance Security - The performance security shall be forfeited in favor of the PROCURING ENTITY in the event that the CONSULTANT is in default or breach of its obligations under the contract and shall answer for any loss, damage or injury caused to the Procuring Entity as a result of the willful, unlawful or negligent act or omission of the Supplier or any of the Supplier's representative.</p> <p>b. Liquidated Damages and Penalties - The CONSULTANT shall, without need of demand, be liable for damages for such default and shall pay the PROCURING ENTITY liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay or breach. In the event that the total sum of liquidated damages or the total cost to the PROCURING ENTITY of any such delay or inability by the CONSULTANT to deliver its obligations reaches 10% of the contract price, the PROCURING ENTITY may, at its option, (i) proceed to terminate the contract in accordance with the procedures laid down in Annex I of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, or (ii) allow the CONSULTANT to continue and complete the Project subject to continuous accrual and imposition of liquidated damages, by way of penalty, at the rate herein prescribed until such services are finally delivered and</p>

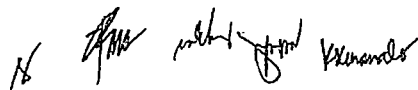
accepted by the **PROCURING ENTITY**.

The **PROCURING ENTITY** need not prove that it has incurred actual damages to be entitled to remedies above provided. Furthermore, the Procuring Entity reserves the right to deduct any and all of the damages/penalties from any money due or payments which may become due to the **CONSULTANT** under the terms of the contract and/or from the securities/warranties filed/submitted by the **CONSULTANT** as the **PROCURING ENTITY** may deem convenient and expeditious under the prevailing circumstances.

- c. **Stoppage of Work/Payment** - The **PROCURING ENTITY** shall have the right to stop, in whole or in part, any of the work or payment due under the Project in the event of default on the part of the **CONSULTANT** perform its obligations under the Contract.
- d. **Take-over of Contract** - The **PROCURING ENTITY** shall have the right to procure/engage, upon such terms and manners as the **PROCURING ENTITY** shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the **CONSULTANT** pursuant to the provisions of the IRR of R.A No. 9184. Any expenses that may be incurred to engage another **CONSULTANT** shall be for the exclusive account of the **CONSULTANT**. The **CONSULTANT** shall likewise be liable to pay for all the incremental expenses that the **PROCURING ENTITY** may incur to fully complete the Project.
- e. **Termination of Contract** - In the event that such delay, default, failure or refusal to deliver or perform any or all of the goods or services within the limit prescribed herein, including with any extension thereof granted, if any, the **PROCURING ENTITY** shall have the right to terminate the contract, subject to provisions of Annex I of the IRR of R.A No. 9184.

Upon the commencement of the termination, the **CONSULTANT** shall stop the work immediately, in case no prior work stoppage has been issued by the **PROCURING ENTITY** against the **CONSULTANT**. The **CONSULTANT** shall also turn over all documents/records which came to its possession by reason of the contract.

- f. **Blacklisting of the CONSULTANT** - Upon termination of the contract due to default of the **CONSULTANT**, the



	<p>PROCURING ENTITY shall have the right to issue a Blacklisting Order disqualifying the CONSULTANT from participating in the bidding of all government projects during the period of suspension.</p> <p>g. Non-exclusivity - The sanctions and remedies mentioned herein shall be understood to be without prejudice to other rights that the PROCURING ENTITY may exercise under the contract, pertinent laws, rules, and regulations.</p> <p>h. Contra Preferentem - This Contract is not to be interpreted or construed against the interest of the Procuring Entity merely because the latter prepared and drafted the Contract.</p> <p>Force Majeure:</p> <p>The CONSULTANT shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the CONSULTANT's delay in performance or other failure to perform its obligations under the Contract is the result of a <i>force majeure</i>.</p> <p>For purposes of this Contract the terms "<i>force majeure</i>" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or <i>force majeure</i> shall be interpreted to mean an event which the CONSULTANT could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the CONSULTANT. Such events may include, but not limited to, acts of the PROCURING ENTITY in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemic, quarantine restrictions, and freight embargoes.</p> <p>If a <i>force majeure</i> situation arises, the CONSULTANT shall promptly notify the PROCURING ENTITY in writing of such condition and the cause thereof. Unless otherwise directed by the PROCURING ENTITY in writing, the CONSULTANT shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the <i>force majeure</i>.</p>
30	<p>Further to GCC Clause 30, the CONSULTANT shall, upon termination of this Contract, stop the work immediately, in case no prior work stoppage has been issued by the PROCURING ENTITY against the CONSULTANT. The CONSULTANT shall, without need of any demand, also turn over all documents/records, including other</p>

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	<p>accountabilities, which came to its possession by reason of the Project.</p>
<p>34.2</p>	<p>Dispute Resolution – In case any dispute or disagreement of any kind whatsoever arises between the PROCURING ENTITY and the CONSULTANT in connection with or arising out of this Contract, the parties shall make every effort to resolve such dispute or disagreement amicably by mutual consultation. During this stage, the parties may seek advice or assistance from their respective experts on any technical or legal issues involving interpretation of the provisions of the contract, delayed completion, additional works, quantities, inflation, and other issues. Any negotiated agreement shall be made in writing and properly executed by, or on behalf of, the parties.</p> <p>If after thirty (30) calendar days, the parties have failed to resolve their dispute or difference by mutual consultation, then either the PROCURING ENTITY or the CONSULTANT may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute or disagreement in respect of which a notice to commence arbitration has been given in accordance with this Clause shall be settled by arbitration.</p> <p>Arbitration may be commenced prior to or after the delivery of the services under this Contract.</p> <p>In the case of a dispute between the PROCURING ENTITY and the CONSULTANT, the dispute shall be resolved in accordance with Republic Act 9285 (RA 9285), otherwise known as the "Alternative Dispute Resolution Act of 2004".</p> <p>Notwithstanding any reference to arbitration herein, the parties shall perform their respective obligations under the Contract unless they otherwise agree; and the PROCURING ENTITY shall pay the CONSULTANT any monies due the Supplier unless the issue involved will render the Contract void.</p> <p>Attorney's Fee - In the event that the PROCURING ENTITY is compelled to commence arbitration or to seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration, whichever is higher, aside from the costs of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.</p> <p>Venue for Suit - Whenever necessary to promote Arbitration or to seek judicial relief, the PROCURING ENTITY and the CONSULTANT</p>

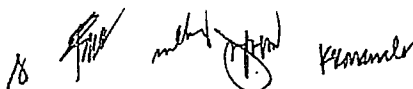
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	agree that any legal action, suit or proceeding arising out or relating to the Contract may be instituted in any competent court in Makati City, to the exclusion of all other courts of equal jurisdiction.
35.1	<p>Further to Clause 35 of the GCC, the CONSULTANT shall, upon completion/termination of this Contract, properly turn over to the PROCURING ENTITY, all printed and electronic documents, files, books, and records, including other accountabilities which came into the possession of the CONSULTANT by reason of this Contract, without need of any demand.</p> <p>The ownership of all data and reports gathered by the CONSULTANT as a result of its engagement herein shall exclusively be vested with the PROCURING ENTITY.</p> <p>Nothing herein shall be deemed to limit or restrict the rights of the PROCURING ENTITY to assert any claim for violation/infringement of patent, copyright, trade secrets or other intellectual property rights against the CONSULTANT.</p>
37 & 40	<p>Further to Clauses 37 & 40 of the GCC, the PROCURING ENTITY may provide the CONSULTANT with a work area at the PROCURING ENTITY's premises throughout the duration of this Contract. However, activities in the PROCURING ENTITY's premises shall be conducted only from 8:00 a.m. to 5:00 p.m., Monday to Friday, except legally declared holidays. Unless warranted by the circumstances and properly coordinated with and authorized by the PROCURING ENTITY, no overtime work shall be permitted within the PROCURING ENTITY's premises.</p> <p>Notwithstanding this, all the activities herein required shall be completed by the CONSULTANT within the allotted/prescribed period of eight (8) months from receipt of the Notice to Proceed.</p>
38.d	The CONSULTANT shall not subcontract, in whole or in part, the work or services required to be performed under this Contract without the prior written consent of the PROCURING ENTITY .
39.5	<p>Further to Clause 39.5 of the GCC, the services herein required shall be carried out by the professional staff of the CONSULTANT, hereinafter called the "Project Team" to be composed by the following:</p> <p style="padding-left: 40px;">Team Leader:</p> <p style="padding-left: 40px;">Team Members:</p>

	<p>The CONSULTANT shall always ensure that the team leader and other members of the Project Team performing the services have the required qualifications and experience as specified in the Terms of Reference.</p> <p>If any member of the Project Team resigns, is discharged or is withdrawn from the service by the CONSULTANT, the CONSULTANT shall immediately inform the PROCURING ENTITY of such fact, and undertake to make available, as soon as possible and without additional cost to the PROCURING ENTITY, a suitable replacement of equivalent or better qualifications acceptable to the PROCURING ENTITY. In like manner, the CONSULTANT shall replace any of its personnel found by the PROCURING ENTITY to be unqualified, incompetent, or undesirable.</p>
42.4 (c)	<p>The performance security posted in favor of the PROCURING ENTITY must be valid, sufficient, and effective for the entire Contract/Project Duration, inclusive of change order/extra work order/variation order, if any. The CONSULTANT shall cause the extension of the validity of the performance security and its sufficiency to cover the approved contract time extension, if any, until the issuance by the PROCURING ENTITY of the certificate of completion of the Project. The CONSULTANT shall furnish the PROCURING ENTITY with the corresponding proof thereof prior to the commencement of the contract time extension/change order/extra work/variation order, as the case may be.</p> <p>The CONSULTANT shall cause the extension of the validity of the performance security to cover the approved contract time extension, if any, and furnish the PROCURING ENTITY with the corresponding proof thereof.</p> <p>In the event that the performance security posted by the CONSULTANT would be deemed inadequate, unacceptable, or otherwise rendered unenforceable or invalid at any time prior to the issuance of the certificate of full completion, the PROCURING ENTITY shall have the right to require the CONSULTANT, and the CONSULTANT shall have the obligation, to post another performance security in the form and amount determined by the PROCURING ENTITY and allowed under existing laws and regulations.</p> <p>If the performance security falls below the minimum amount required at any time prior to the issuance of the certificate of full completion, the CONSULTANT shall post additional performance security to bring it to the required level.</p>

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	<p>The performance security shall answer for any damage that the PROCURING ENTITY may suffer by reason of the CONSULTANT's default of any of its obligations and/or breach of the terms and conditions of this Contract and shall likewise guarantee payment for any loss, damage, or injury that may be caused by the CONSULTANT to the PROCURING ENTITY, its employees and guests. Any changes made in this Contract shall in no way annul, release or affect the liability of the CONSULTANT and the performance security.</p> <p>The performance security shall only be released upon the PROCURING ENTITY's issuance of the certificate of full completion, which certificate shall be issued only after the CONSULTANT's full and faithful performance of its obligations under this Contract, and subject to the following conditions:</p> <ul style="list-style-type: none"> • The PROCURING ENTITY has no claim against the CONSULTANT or the surety company; • The PROCURING ENTITY has no claim for labor and materials against the CONSULTANT; and • The CONSULTANT has faithfully and completely performed its obligations under this Project. <p>The PROCURING ENTITY is hereby given a lien upon any and all monies or other properties of the CONSULTANT, which are in the PROCURING ENTITY's possession or with any third party acting on behalf of the PROCURING ENTITY, including without limitation to those left with the PROCURING ENTITY by or for the account of the CONSULTANT. The PROCURING ENTITY is given the right to retain the same to guarantee the payment or performance of any and all liability of the CONSULTANT under this Project, contingent or otherwise, which the PROCURING ENTITY may be held jointly or solidarily liable.</p>
42.1	No further instructions.
43	No further instructions.
46	<p>The Project aims to achieve the following specific objectives:</p> <ol style="list-style-type: none"> 1. Set a standard in the application of competencies; 2. Rationalized competency dictionary and competency profiles; 3. Updated the Competency-Based Job Descriptions; and 4. Competency-Based Performance Management System (CBPMS) shall serve as a springboard in the attainment of Maturity Levels III and IV under the CSC's Enhanced Program to Institutionalize Meritocracy and Excellence In Human Resource Management (PRIME-HRM).

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Towards this end, the **CONSULTANT** shall, to the satisfaction of the **PROCURING ENTITY**, perform the following activities, in addition to the other methodologies and techniques that may be employed in the successful realization of the Project's objectives:

PHASES	SCOPE AND ACTIVITIES	DELIVERABLES	TIMELINE OR DURATION
Phase I -- Planning and Orientation	<ul style="list-style-type: none"> • Meeting with the Procuring Entity's Project Team to clarify scope and deliverables for the project • Preparation and Finalization of Project Inception Report • Project Orientation 	<ol style="list-style-type: none"> 1. Project Inception Report (PIR) accepted and approved by the Human Resource Group Head with components as follows: <ul style="list-style-type: none"> • Firmed-up Project Design and Methodology • Roles and responsibilities of the Procuring Entity and the Consultant; and • Timeline (Project Gantt Chart) 2. Project Orientation with the following as participants: <ul style="list-style-type: none"> • PDIC Project Team and select HRG officers and staff • Excom, and Mancom 3. Minutes of Meetings, if any 	Within the 1 st month from the issuance of Notice to Proceed
Phase II -- Review and	<ul style="list-style-type: none"> • Understanding Procuring 	1. Report on the Assessment of Current PDIC	Within the 3 rd month of the project

	<p>Assessment of Current PDIC Competency Framework</p>	<p>Entity's New OSSP</p> <ul style="list-style-type: none"> • Review of relevant reference materials: <ul style="list-style-type: none"> - PDIC Competency Framework; - PRIME – HRM; - PDIC Strategy Map (from 2023 onwards); - Office Performance Commitment and Review Form (OPCRF); - CBJDs; - CBPMS; - Recruitment, Selection and Placement Guidelines; - L&D Plan; - Preceding year's CAS Result; - Result of FGDs conducted on Jan. 3 to Mar. 16, 2023, during the 	<p>competencies including other relevant policies and comments gathered during interviews</p> <p>2. Assessment Results presented to and accepted by:</p> <ul style="list-style-type: none"> • PDIC Project Team, HRG, Excom, and Mancom <p>3. Minutes of Meetings, if any</p>	<p>duration</p>
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		Develop ment of CBPMS - Other relevant reference materials		
		<ul style="list-style-type: none"> • Conduct of visionary interviews and Focus Group Discussions (FGDs) with the PDIC Project Team, HRG, Excom, and Mancom • Assessment of current PDIC Competency Framework 		
	Phase III Determination of Competencies	<ul style="list-style-type: none"> • Conduct of focus group discussions (FGDs) with concerned officers and staff (if needed) to rationalize competencies • Review of Competency Profiles • Setting the standard compet 	<ol style="list-style-type: none"> 1. Report on the result of FGD 2. Presentations of recommended competencies to Mancom 3. Minutes of Meeting, if any 	Within the 4 th month of the project duration

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		<p>ency per position level for Core or Organizational, Leadership or Managerial, and Technical or Functional competencies</p> <ul style="list-style-type: none"> • Review of CBJDs; recommend revision, as necessary (as input for Phase VI) • Identification of relevant and necessary competencies of current positions • Crafting of competencies for the new positions under the New OSSP 		
	<p>Phase IV Rationalization of Competency Framework</p>	<ul style="list-style-type: none"> • Writing of competency dictionary • Approval 	<p>1. Submission to HRG of the following as approved by the GH or SH or PCEO:</p> <ul style="list-style-type: none"> • Competency 	<p>Within the 5th month of the project duration</p>

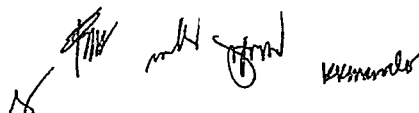
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	ork	process GH or SH or PCEO	<p>Framework</p> <ul style="list-style-type: none"> Competency Dictionary with behavioral indicators showing progression of proficiency <p>2. Presentations of competencies to the Excom and the Board</p> <p>3. Minutes of Meetings, if any</p>	
	Phase V -Position Profiling	<ul style="list-style-type: none"> Revision of Competency Profiles per position and/or per unit Validation of Competency Profiles with the Unit Heads Approval process GH or SH or PCEO 	<p>1. Submission to HRG of the following, as approved by GH or SH or PCEO:</p> <ul style="list-style-type: none"> Rationalized Competency Profiles per position and/or per Unit Report of the result of validation <p>2. Minutes of Meetings, if any</p>	Within the 6 th month of the project duration
	Phase VI - Updating of CBJDs	<ul style="list-style-type: none"> Rewriting and Finalization of CBJDs (747 Plantilla Items) Supervisory Functions Technical Functions 	<p>1. Submission to HRG of the Compilation of Rationalized CBJDs for all positions (by Sector, Group, and Department) accepted and approved by GH-HRG</p>	Within the 7 th month of the project duration

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		<ul style="list-style-type: none"> Integration of Revised Competency Framework and Competency Profiles 		
	<p>Phase VII - Project Documentation and Closure</p>	<ul style="list-style-type: none"> Crafting the Guidebook on the Use of Competency Dictionary and Competency Profiles Technical advice or recommendation in the implementation of the CBHRS given the impact of the results of this project Preparation of presentation materials, communication plan, terminal reports Compilation of the final project outputs 	<p>1. Submission of the Compendium of Final Outputs to the PCEO, thru VP/OIC of HRG (2 sets):</p> <ul style="list-style-type: none"> User's Manual or Guidelines for the use or application of competencies Competency Framework Competency Dictionary Competency Profile per position by Sector, Group, and Department Communication Plan PowerPoint Presentation (cascade material) Project Terminal Report, including Technical advice or recommendation in the implementation of the CBHRS All reports generated 	<p>Within the 8th month of the project duration</p>

	<ul style="list-style-type: none"> • Turn-over of borrowed documents 	<p>from this project</p> <p>2. Digitized copies of all the outputs and templates used in this project</p>	
	<p>All documents, reports and other outputs realized, produced and submitted by the CONSULTANT shall be owned and used solely by the PROCURING ENTITY with proper acknowledgment on the contributions made by the CONSULTANT.</p>		
47	<p>Further to Clause 47 of the GCC, the performance of the CONSULTANT and the Project Team related to the services shall be evaluated by the PROCURING ENTITY, through its Human Resource Group (HRG).</p> <p>From time to time and/or whenever necessary, the PROCURING ENTITY, through its HRG, shall conduct a review of the activities or call for meetings in connection with the services of the CONSULTANT and the Project Team for the purpose of determining compliance with its obligations under this Contract.</p>		
50	<p>The CONSULTANT shall not subcontract, in whole or in part, the work or services required to be performed under this Contract without the prior written consent of the PROCURING ENTITY.</p>		
52.1	<p>The total ceiling amount in Philippine Pesos is [insert amount].</p> <p>NOTE: The contract amount is to be filled out prior to contract signing.</p>		
52.2	<p>No further instructions.</p>		
53.2	<p>No further instructions.</p>		
53.5 (a)	<p>Not applicable.</p>		
53.5 (c)	<p>Payment shall be made by the PROCURING ENTITY not later than fifteen (15) calendar days from receipt of the billing statement, and after issuance by the PROCURING ENTITY of the certificate of completion of the corresponding set of tasks/works/milestone. Completion shall be understood to mean compliance by the CONSULTANT of all of the standards/requirements set by the PROCURING ENTITY for the Project. For purposes of this provision, the CONSULTANT hereby acknowledges that the PROCURING ENTITY</p>		

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	<p>shall be the final arbiter on the acceptability and sufficiency of the CONSULTANT's deliverables and completed outputs.</p> <p>All payments made under this Project shall be subject to the PROCURING ENTITY's and government accounting rules and regulations which shall include, among others, the Commission on Audit (COA) Circular No. 2012-001 (Prescribing the Revised Guidelines and Documentary Requirements for Common Government Transactions) and any amendment thereof.</p>
53.4	The contract price shall be inclusive of all applicable taxes (EVAT and all other related taxes) and other government mandated fees and other applicable fees and charges, for the execution and completion of the Project, including the materials, equipment, and operational expenses, out of pocket expenses, and the remedying of any defects therein.
55.6	No further instructions.

8/11/12 *with signed documents*

Section VI. Draft Contract

CONTRACT AGREEMENT
(Review and Rationalization of the PDIC Competency Framework
and Competency-Based Job Descriptions)

This *Contract Agreement* (hereinafter referred to as the "**Contract**") is made and entered into on _____ at _____ by and between:

PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC), a government instrumentality created and existing by virtue of Republic Act No. 3591, as amended, with principal office address at SSS Bldg., 6782 Ayala Avenue cor. Rufino St., Makati City, Metro Manila, hereinafter referred to as the "**PROCURING ENTITY**", represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by Board Resolution No. _____, attached as **Annex "A"**

- and -

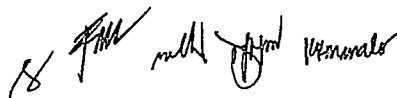
_____, a corporation duly registered under the laws of the Philippines, with principal office address at _____, hereinafter referred as the **CONSULTANT**, duly represented herein by its _____, _____, duly authorized to sign this Contract pursuant to (Special Power of Attorney or Corporate Secretary's Certificate or Board Resolution No. _____), attached as **Annex "B"**

The **PROCURING ENTITY** and the **CONSULTANT** shall be collectively referred to as the "**PARTIES**"

ANTECEDENTS

The **PROCURING ENTITY** needs to engage the services of a consultant to fully and faithfully perform, to the satisfaction of the **PROCURING ENTITY**, the review and rationalization of the **PROCURING ENTITY's** Competency Framework and Competency-Based Job Descriptions (CBJDs);

(Hereinafter referred to as the "Project")



The Competency Framework served as the foundation for the establishment of the Competency-Based Human Resource Systems (CBHRS). The Framework serves as basis and reference for the development of the **PROCURING ENTITY's** Recruitment, Selection and Placement, Succession Planning Program (SPP), Learning and Development Program, the Competency-based Performance Management System (CBPMS), and the Rewards and Recognition Program;

There is a need for the **PROCURING ENTITY** to realign the relevant and necessary competencies for each position as a result of the **PROCURING ENTITY's** Charter amendment in 2022 and recent developments which have direct impact on the Competency Framework adopted in 2016, and include in the CBJDs the competencies that need to be developed to enable the **PROCURING ENTITY** to more effectively perform its mandates in a manner responsive to changing times;

The procurement of the required services is included in the _____ PDIC Corporate Operating Budget pursuant to Board Resolution No. _____ dated _____, and the fund for the approved budget has been allotted, set aside, and made available for the said services, as evidenced by a Certification for Budget and Fund Availability, which is attached as **Annex "C"** of this Contract;

For the procurement of the required services, a public bidding was conducted by the **PROCURING ENTITY** pursuant to the provisions of Republic Act No. 9184 (The Government Procurement Reform Act);

In the public bidding held for the purpose, and after due evaluation and conduct of post-qualification, the **CONSULTANT's** bid in the amount of **PESOS: _____ (Php. _____)**, **Philippine currency**, was found to be the Highest Rated and Responsive Bid and offered the most advantageous terms and conditions to the **PROCURING ENTITY**;

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to below;
2. The following documents attached as **Annex D** of this Contract required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral parts of the Contract, viz:
 - General Conditions of the Contract;
 - Special Conditions of Contract;
 - Terms of Reference;
 - Request for Expression of Interest;
 - Instructions to Bidders;
 - Eligibility Data Sheet;
 - Bid Data Sheet;
 - Other Bid Documents, including the Bid Form, all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements

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submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- Eligibility requirements, documents and/or statements;
- Performance Security;
- Notice of Award of Contract and the Bidder's conforme thereto;
- Addenda and/or Supplemental/Bid Bulletins, if any;
- Other contract documents that may be required by existing laws and/or the **PROCURING ENTITY** in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for execution or submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **CONSULTANT** in the amount of **PESOS: _____ (Php. _____)**, Philippine currency (hereinafter referred to as the "Contract Price"), the **CONSULTANT** hereby covenants with the **PROCURING ENTITY** to provide the outputs and deliverables as specified in the Terms of Reference, and to remedy defects therein in accordance with its Bid and under this Contract; and
4. The **PROCURING ENTITY** hereby covenants to pay the **CONSULTANT** in consideration of the services rendered and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract in accordance with the terms of the Bidding.

IN WITNESS WHEREOF, the PARTIES have hereunto affixed their signatures on the date and place as stated below their respective signatures.

**PHILIPPINE DEPOSIT
INSURANCE CORPORATION
PROCURING ENTITY**

By:

Date: _____
Place: _____

[Handwritten signatures]

CONSULTANT

By:

Date: _____
Place: _____

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S

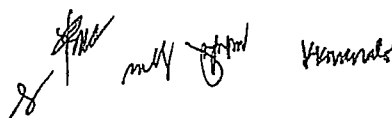
BEFORE ME, a Notary Public, for and in the City of Makati on this ___ day of _____, 2023, appeared personally the following:

<u>Name</u>	<u>Government ID Nos.</u>	<u>Date/Place Issued</u>
-------------	---------------------------	--------------------------

PHILIPPINE DEPOSIT
INSURANCE CORPORATION
Represented by:

Represented by:

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as the entities they represent, and that they are duly authorized to sign the same.

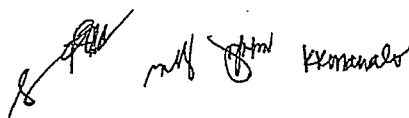


This instrument refers to a *CONTRACT AGREEMENT (Review and Rationalization of the PDIC's Competency Framework and Competency-Based Job Descriptions)* consisting of _____ (____) pages, including this page where the acknowledgment is written, signed on each and every page hereof by the parties and their instrumental witnesses and thereafter sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above-written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2023.

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CERTIFICATION

This is to certify that this Contract was reviewed by the Office of the Government Corporate Counsel under Contract Review No. _____, Series of 202____, dated _____.

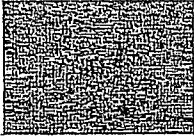
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Section VII. Terms of Reference

[Terms of Reference normally contain the following sections: (a) Background; (b) Objectives; (c) Scope of the Services; (d) Training (when appropriate); (e) Reports and Time Schedule; and (f) Data, Local Services, Personnel, and Facilities to be provided by the Procuring Entity.]

PHILIPPINE DEPOSIT INSURANCE CORPORATION

TERMS OF REFERENCE



ENGAGEMENT OF A CONSULTING SERVICE PROVIDER (CSP)
FOR THE REVIEW AND RATIONALIZATION OF PDIC COMPETENCY
FRAMEWORK AND COMPETENCY-BASED
JOB DESCRIPTIONS (CBJDs)

I. BACKGROUND AND RATIONALE

1. The Civil Service Commission (CSC), by virtue of its Memorandum Circular (MC) Nos. 3, s. 2012 and No. 1, s. of 2021, provided guidelines for government agencies to implement the Program to Institutionalize Meritocracy and Excellence in Human Resource Management (PRIME-HRM). It aims to strengthen the merit and rewards system, integrate all human resource development programs for all levels and ranks, and institutionalize a management climate conducive to public accountability.

PRIME-HRM integrates the CSC Agency Accreditation Program (1991) and the CSC Personnel Management Assessment and Assistance Program (2004). It is a program to assess, assist, and award HRM Excellence in four (4) core HRM pillars, namely: Recruitment, Selection and Placement (RSP), Learning and Development (L&D), Performance Management (PM) and Rewards and Recognition (R&R) using HRM maturity level indicators that are at par with global HRM standards. The Philippine Deposit Insurance Corporation (PDIC) was conferred by CSC with the Bronze Award under PRIME-HRM Enhanced Maturity Indicators-Level II (2021).

2. Aligned with the CSC MCs and the Governance Commission for GOCCs (GCG) requirements, the Corporation completed the following projects from 2016 to 2019 with consulting service providers (CSP) relative to the development of competency framework:

Phases	Project
Phase I	Development of Framework for Competency-Based Human Resource Systems (CBHRS) <ul style="list-style-type: none">• Established the PDIC Competency Framework comprising of the following areas:<ol style="list-style-type: none">1. Core or Organizational Competency (COC)2. Leadership or Managerial Competency (LMC)3. Technical or Functional Competency (TFC)• Identified Competencies under these three (3) areas, including formulation of competency dictionary and behavioral indicators
Phase II	Competency Profiling and Development of Competency-Based Job Descriptions (CBJDs)
Phase III	Development of 126 CBJDs and Conduct of Competency Assessment Test for Incumbents and Superiors (Project Title based on TOR)

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3. The Competency Framework served as foundation for the establishment of the CBHRS. The Framework had been used as basis and reference for the development of PDIC's Recruitment, Selection and Placement, Succession Planning Program (SPP), Learning and Development Program, the ongoing project on the Development of Competency-based Performance Management System (CBPMS), and for the development of Rewards and Recognition Program in the succeeding years.
4. Upon the implementation of the Competency Framework, PDIC's Human Resource Group became one of the contributors of PDIC Performance Scorecard with the GCG, with the Strategic Objective that evolved to "Recruit, build-up and retain motivated and competent workforce".

For four (4) consecutive years, from 2020 to 2023, the performance commitment with the GCG remained the same, particularly on the "Improvement on the Competency Level of the Organization." To support this, one of the performance targets is the conduct of the Competency Assessment Survey (CAS) every year to monitor the competency improvement of the Corporation and ensure the implementation of appropriate interventions for continuous development of employees.

5. With the aim to complete the transformation of the four (4) HRM Pillars into competency-based systems, PDIC engaged a CSP for the Development of CBPMS in December 2022, and one of the activities is the review of the technical or functional competencies in relation to performance evaluation. Based on the assessment report, there were various developments that transpired in the Corporation between 2019 to 2023 which will necessitate the review of the PDIC Competency Framework. In summary, these are:
 - a. Amendment of PDIC Charter in 2022
 - b. Expected organizational changes through Reorganization
 - c. Pandemic and New work arrangements
 - d. Shift to digitalization
 - e. Enhancement of policies and systems
 - f. New and revised Government issuances, policies and guidelines
 - g. New and Additional tasks
6. One of the impending major organizational changes in PDIC is the implementation of the New Organization Structure and Staffing Pattern (2021). It involves realignment of functions which have direct impact in the Competency Framework adopted in 2016. The CBJDs for each position have been prepared in anticipation of its implementation.
7. With the foregoing, it is timely for PDIC to review and rationalize PDIC competencies and the CBJDs to respond to the abovementioned changes and be prepared for future directions of PDIC.
8. PDIC deemed it necessary to engage a CSP that demonstrates the needed technical expertise as well as provide the technology, resources, and focus to ensure the Rationalization of the PDIC Competency Framework and the CBJDs. The CSP is also expected to provide technical advice in the

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implementation of the four HRM pillars of the PRIME-HRM considering the results of their study and observations on PDIC's processes.

II. OBJECTIVES

Generally, the project aims to realign relevant and necessary competencies in consideration of the PDIC Charter amendments and recent developments particularly on the implementation of the new OSSP, including competencies that should be developed to enable PDIC to adapt and cope with current and future demands of its stakeholders.

At the end of the project, the following specific objectives shall have been attained:

1. Set a standard in the application of competencies;
2. Rationalized competency dictionary and competency profiles;
3. Updated the Competency-Based Job Descriptions; and
4. CBPMS shall serve as a springboard in the attainment of Maturity Levels III and IV under the CSC's Enhanced PRIME-HRM.

III. SCOPE OF WORK AND DELIVERABLES

The CSP shall perform the following activities to achieve the objectives of the Project, in addition to other methodologies or techniques that may be employed:

PHASES	SCOPE AND ACTIVITIES	DELIVERABLES	TIMELINE OR DURATION
Phase I - Planning and Orientation	<ul style="list-style-type: none"> • Meeting with PDIC Project Team to clarify scope and deliverables for the project • Preparation and Finalization of Project Inception Report • Project Orientation 	<ol style="list-style-type: none"> 1. Project Inception Report (PIR) accepted and approved by the Human Resource Group Head with components as follows: <ul style="list-style-type: none"> • Firmed-up Project Design and Methodology • Roles and responsibilities of PDIC and CSP; and • Timeline (Project Ganti Chart) 2. Project Orientation with the following as participants: <ul style="list-style-type: none"> • PDIC Project Team and select HRG officers and staff 	Within the 1 st month from the issuance of Notice to Proceed

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PHASES	SCOPE AND ACTIVITIES	DELIVERABLES	TIMELINE OR DURATION
		<ul style="list-style-type: none"> • Excom, and Mancom <p>3. Minutes of Meetings, if any</p>	
<p>Phase II – Review and Assessment of Current PDIC Competency Framework</p>	<ul style="list-style-type: none"> • Understanding PDIC's New OSSP • Review of relevant reference materials: <ul style="list-style-type: none"> - PDIC Competency Framework; - PRIME – HRM; - PDIC Strategy Map (from 2023 onwards); - Office Performance Commitment and Review Form (OPCRF); - CBJDs; - CBPMS; - Recruitment, Selection and Placement Guidelines; - L&D Plan; - Preceding year's CAS Result; - Result of FGDs conducted on Jan. 3 to Mar. 16, 2023, during the Development of CBPMS - Other relevant reference materials • Conduct of visionary interviews and Focus Group Discussions (FGDs) with the PDIC Project Team, HRG, Excom, and Mancom • Assessment of current PDIC Competency Framework 	<p>1. Report on the Assessment of Current PDIC competencies including other relevant policies and comments gathered during interviews</p> <p>2. Assessment Results presented to and accepted by:</p> <ul style="list-style-type: none"> • PDIC Project Team, HRG, Excom, and Mancom <p>3. Minutes of Meetings, if any</p>	<p>Within the 3rd month of the project duration</p>

PHASES	SCOPE AND ACTIVITIES	DELIVERABLES	TIMELINE OR DURATION
Phase III Determination of Competencies	<ul style="list-style-type: none"> • Conduct of focus group discussions (FGDs) with concerned officers and staff (if needed) to rationalize competencies • Review of Competency Profiles <ul style="list-style-type: none"> • Setting the standard competency per position level for Core or Organizational, Leadership or Managerial, and Technical or Functional competencies • Review of CBJDs; recommend revision, as necessary (<i>as input for Phase VI</i>) • Identification of relevant and necessary competencies of current positions • Crafting of competencies for the new positions under the New OSSP 	<ol style="list-style-type: none"> 1. Report on the result of FGD 2. Presentations of recommended competencies to Mancom 3. Minutes of Meeting, if any 	Within the 4 th month of the project duration
Phase IV Rationalization of Competency Framework	<ul style="list-style-type: none"> • Writing of competency dictionary • Approval process GH or SH or PCEO 	<ol style="list-style-type: none"> 1. Submission to HRG of the following as approved by the GH or SH or PCEO: <ul style="list-style-type: none"> • Competency Framework • Competency Dictionary with behavioral indicators showing progression of proficiency 	Within the 5 th month of the project duration

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PHASES	SCOPE AND ACTIVITIES	DELIVERABLES	TIMELINE OR DURATION
		2. Presentations of competencies to the Excom and the Board 3. Minutes of Meetings, if any	
Phase V – Position Profiling	<ul style="list-style-type: none"> • Revision of Competency Profiles per position and/or per unit • Validation of Competency Profiles with the Unit Heads • Approval process GH or SH or PCEO 	1. Submission to HRG of the following, as approved by GH or SH or PCEO: <ul style="list-style-type: none"> ➤ Rationalized Competency Profiles per position and/or per Unit ➤ Report of the result of validation 2. Minutes of Meetings, if any	Within the 6 th month of the project duration
Phase VI – Updating of CBJDs	<ul style="list-style-type: none"> • Rewriting and Finalization of CBJDs (747 Plantilla Items) <ul style="list-style-type: none"> • Supervisory Functions • Technical Functions • Integration of Revised Competency Framework and Competency Profiles 	1. Submission to HRG of the Completion of Rationalized CBJDs for all positions (by Sector, Group, and Department) accepted and approved by GH-HRG	Within the 7 th month of the project duration
Phase VII – Project Documentation and Closure	<ul style="list-style-type: none"> • Crafting the Guidebook on the Use of Competency Dictionary and Competency Profiles • Technical advice or recommendation in the implementation of the CBHRS given the impact of the results of this project • Preparation of presentation materials, communication plan, terminal reports 	1. Submission of the Compendium of <u>Final Outputs</u> to the PCEO, thru VP/OIC of HRG (2 sets): <ul style="list-style-type: none"> • User's Manual or Guidelines for the use or application of competencies • Competency Framework • Competency Dictionary • Competency Profile per position by Sector, Group, and Department 	Within the 8 th month of the project duration

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PHASES	SCOPE AND ACTIVITIES	DELIVERABLES	TIMELINE OR DURATION
	<ul style="list-style-type: none"> • Compilation of the final project outputs • Turn-over of borrowed documents 	<ul style="list-style-type: none"> • Communication Plan • PowerPoint Presentation (cascade material) • Project Terminal Report, including Technical advice or recommendation in the implementation of the CBHRS • All reports generated from this project <p>2. Digitized copies of all the outputs and templates used in this project</p>	

All documents, reports and other outputs realized, produced and submitted by the CSP shall be owned and used solely by PDIC with proper acknowledgment on the contributions made by the CSP.

IV. SERVICE STANDARDS

1. The target CSP is one that is capable of providing the following service standards:
 - 1.1. Proficient on the subject matter – provides the needed set of knowledge, skills and attributes which are crucial for the completion of the project;
 - 1.2. Reliable – the performance or fulfillment of its obligations under this Terms of Reference (TOR) is in accordance with the best professional standards;
 - 1.3. Efficient – provides the needed services in a timely manner, or as far as practicable, within the acceptable period;
 - 1.4. Focused – provides undivided attention during the implementation of the project activities and always works in the best interest of PDIC;
 - 1.5. Effective – submits good quality outputs that does not require rework or major revision; and
 - 1.6. Reasonable – provides for maximum return on resources used such as money or project cost; time spent by stakeholders; machines and equipment; methods; and other materials and supplies.

V. DURATION OF THE ENGAGEMENT

The CSP undertakes to complete the project to the satisfaction of the PDIC within the aggregate period of eight (8) months as outlined hereunder, reckoned from receipt of the Notice to Proceed (NTP).

Said period shall exclude the following:

1. the period during which an output or deliverable submitted is placed under review and/or consideration for approval by PDIC Management, and/or the PDIC Board of Directors; and
2. the period to be agreed upon by the parties, during which the CSP is in the process of implementing revisions as recommended by PDIC on the previously submitted output or deliverable.

The period during which the CSP shall implement the revisions required by the PDIC on a previously submitted output or deliverable, which period shall in no case exceed fifteen (15) calendar days from the date the output or deliverable was returned for revision.

VI. PROJECT COST AND PAYMENT OF SERVICES

1. Approved Budget for the Contract (ABC)

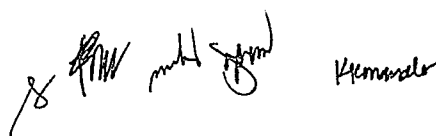
The ABC is Five Million Pesos & 0/100 (PhP5,000,000.00), Philippine currency, inclusive of any and all taxes (including, but not limited to, the applicable Value Added Tax), fees, duties and such other imposes or levies which may be levied or imposed by the government, both national and local.

Payment of services rendered by the CSP shall be made, subject to any and all amounts of taxes required by the law to be retained or posted in favor of PDIC by the CSP.

2. Billing and Payment Method

Billing and payment of the services shall be made through Progress Billing Method, the schedule of which, may be amended or modified prior to the signing of the Service Contract, and/or during the course of project implementation, as mutually agreed between and by the PDIC and the CSP.

The CSP is expected to perform and deliver the scope of work and target activities and outcomes or milestones following the Progress Billing Schedule below. Payment of each and every progress billing shall be made by PDIC not later than fifteen (15) calendar days from receipt of the billing statement, and after the issuance by the End-User of the Certificate of Satisfactory Service or Certificate of Acceptance or Acceptability of Outputs or Outcomes, whichever may be appropriate.

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Satisfactory service completion shall be understood to mean compliance by the CSP of all the standards and requirements set by the PDIC for the Project. For purposes of this provision, the CSP hereby acknowledges that the PDIC shall be the final arbiter on the acceptability and sufficiency of the CSP's deliverables and completed outputs.

PROGRESS BILLING SCHEDULE

PHASES	DELIVERABLES	DUE DATE OF DELIVERABLES	PAYMENT SCHEDULE
Phase I - Planning and Orientation	<ol style="list-style-type: none"> 1. Project Inception Report (PIR) accepted and approved by the Human Resource Group Head with components as follows: <ul style="list-style-type: none"> • Firmed-up Project Design and Methodology • Roles and responsibilities of PDIC and CSP; and • Timeline (Project Gantt Chart) 2. Project Orientation with the following as participants: <ul style="list-style-type: none"> • PDIC Project Team and select HRG officers, staff • Excom, and Mancom 3. Minutes of Meetings, if any 	End of 1 st month from the issuance of Notice to Proceed	10% of the contract price
Phase II – Review and Assessment of Current PDIC Competency Framework	<ol style="list-style-type: none"> 1. Report on the Assessment of Current PDIC competencies including other relevant policies, comments gathered during interviews 2. Assessment Results presented to: <ul style="list-style-type: none"> • PDIC Project Team, HRG Excom, and Mancom 3. Minutes of Meetings, if any 	End of the 3 rd month of the project duration	20% of the contract price
Phase III Determination of Competencies	<ol style="list-style-type: none"> 1. Report on the result of FGD 2. Presentations of recommended competencies to Mancom 3. Minutes of Meeting, if any 	End of the 4 th month of the project duration	10% of the contract price

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PHASES	DELIVERABLES	DUE DATE OF DELIVERABLES	PAYMENT SCHEDULE
Phase IV Rationalization of Competency Framework	<ol style="list-style-type: none"> 1. Submission of the following as approved by the GH or SH or PCEO: <ul style="list-style-type: none"> • Competency Framework • Competency Dictionary with behavioral indicators showing progression of proficiency 2. Presentation of the Competency Framework to the Board 3. Minutes of Meetings, if any 	End of the 5 th month of the project duration	15% of the contract price
Phase V –Position Profiling	<ol style="list-style-type: none"> 1. Submission of the following, as approved by GH or SH or PCEO: <ul style="list-style-type: none"> ➢ Rationalized Competency Profiles per position or per Unit ➢ Report on the result of validation 2. Minutes of Meetings, if any 	End of the 6 th month of the project duration	10% of the contract price
Phase VI – Updating of CBJDs	<ol style="list-style-type: none"> 1. Submission of the Compilation of Rationalized CBJDs for all positions (by Sector or Group or Department) accepted and approved by GH-HRG 	End of the 7 th month of the project duration	20% of the contract price
Phase VII – Project Documentation and Closure	<ol style="list-style-type: none"> 1. Submission of the Compendium of <u>Final Outputs</u> to the PCEO, thru GH-HRG (2 sets): <ul style="list-style-type: none"> • User's Manual or Guidelines for the use or application of competencies • Competency Framework • Competency Dictionary • Competency Profile per position by Sector, Group, and Department • Communication Plan • PowerPoint Presentation (cascade material) • Project Terminal Report, including Technical advice or recommendation in the implementation of the CBHRS 	End of the 8 th month of the project duration	15% of the contract price

PHASES	DELIVERABLES	DUE DATE OF DELIVERABLES	PAYMENT SCHEDULE
	<ul style="list-style-type: none"> • All reports generated from this project 2. Digitized copies of all the outputs and templates used in this project 		

VII. MODE OF PROCUREMENT AND EVALUATION PROCEDURE

The proposed mode of procurement for this engagement is Public Bidding and Quality-Cost-based Evaluation (QCBE) shall be used in determining the winning bidder.

Bidders who submitted Expressions of Interest and corresponding eligibility requirements in accordance with the provisions of the Revised Implementing Rules and Regulations of R.A. 9184 (Government Procurement Reform Act) will be evaluated based on a set of criteria and rating system for shortlisting of eligible bidders.

A shortlist of prospective service providers will be determined using the evaluation criteria below. Only those which garnered a score of at least 75% shall be considered:

Evaluation Criteria	Weight
1. CONSULTANCY FIRM or CSP	50%
1.1 Experience and Expertise of the CSP	40%
1.2 Job Capacity of the CSP (to be evaluated based on the number of ongoing HR and OD-related projects)	10%
2. PROJECT TEAM	50%
2.1 Project Manager or Team Leader (PM or TL)	25%
2.2 Subject Matter Expert (SME)	25%
TOTAL	100%
Passing Rate	75%

Shortlisted eligible bidders shall be evaluated based on two components - Technical Proposal (60%) and Financial Proposal (40%).

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The PDIC reserves the right to reject any or all quotations, declare a failure of procurement, or not award the project at any time in accordance with Section 41 of R.A. 9184 and its revised Implementing Rules and Regulations (IRR), without any liability on the part of the affected proponent/s.

VIII. MINIMUM QUALIFICATIONS OF THE CSP, PROJECT TEAM MEMBERS OR CONSULTANTS AND OTHER REQUIREMENTS

1. The Consulting Service Provider (CSP) must –

- 1.1 Be duly registered or licensed to do Consulting Business in the Philippines and has been in the consulting business for at least seven (7) years;
- 1.2 Have completed at least two (2) Human Resource and Organization Development (HR and OD)* - related Consulting Projects with the Philippine government or private entities within the last 7 years; and
- 1.3 Has the capacity to undertake additional similar workloads on top of the currently being undertaken consulting project/s.

2. The Project Manager or Project Team Leader –

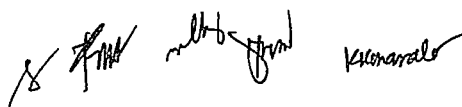
- 2.1 Has been in the Consulting Business for at least seven (7) years; and
- 2.2 Has managed or led at least two (2) HR and OD-related* projects in the last seven (7) years, one (1) of which must be with a government entity.

3. The Subject Matter Expert (SME) -

- 3.1 Has been in the Consulting Business for at least seven (7) years;
- 3.2 Has completed at least two (2) Competency Development - related project in the last seven (7) years, one (1) of which must be with a government entity.

* HR and OD-related Projects:

- Competency Development
- Competency Dictionary or Competency Profiling
- Competency Assessment
- Performance Management System
- Job Analysis or Job Evaluation
- Individual Development Plan
- Talent and/or Leadership Assessments
- Career and/or Leadership Development and/or Training
- Competency-based Succession Planning Program



IX. CONFIDENTIALITY

The CSP shall endeavor to keep the details of its services to PDIC confidential as the unrestricted exposure of information may subject PDIC to financial, material, and operational loss.

X. REPRESENTATIONS AND WARRANTIES

The CSP shall represent and warrant that:

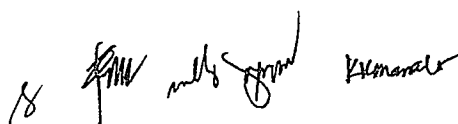
1. it is duly registered and licensed to do business in the Philippines, validly existing and in good standing under the laws of the Philippines in which the conduct of its business requires it to qualify, and has all requisite power and authority to carry on its business as now conducted;
2. its authorized representative has full legal power to sign, execute and deliver the Project on procurement and that it will comply, perform and observe the terms of reference hereof;
3. it has the professional expertise and knowledge to render the services herein required;
4. its Team Leader and/or Subject Matter Expert has the required experience in human resource and/or organization development work, including the review and/or rationalization of competencies and competency-based job descriptions; and
5. the members of the Project Team possess the required expertise, experience and knowledge in HR and OD work.

XI. PERFORMANCE MONITORING AND EVALUATION

The performance of the CSP related to the Project shall be monitored and evaluated by PDIC, through its Organizational Development Department (ODD). From time to time and/or whenever necessary, PDIC, through its ODD, shall conduct a review of the activities and/or convene meeting/s in connection with the services and/or deliverables of the CSP or Project Team. This is for the purpose of determining compliance with the project standards and timelines.

XII. FIDUCIARY RELATION AND CONFIDENTIALITY UNDERTAKING

1. The CSP or any of its personnel shall not, either during the term of the engagement of the CSP or at any time thereafter, disclose to or furnish any person, firm or corporation any information relating to PDIC which came to their knowledge or possession during the engagement for PDIC.
2. Only the persons expressly authorized by PDIC shall be allowed by the CSP to have access to the records that are in the custody of the CSP. The



authorization shall be in writing. For this purpose, PDIC shall inform the CSP in writing of the person/s authorized to have access to the records.

The CSP shall prevent any unauthorized person from gaining access to the records.

3. The CSP shall comply with the provisions of the Data Privacy Act, its Implementing Rules and Regulations and circulars issued by the National Privacy Commission pertaining to the processing and retention of personal information subject of this Contract, as may be applicable. The CSP and its personnel are strictly prohibited from accessing the records, making photocopies thereof, or transferring or allowing third parties access thereto without the prior written permission or instruction from PDIC.

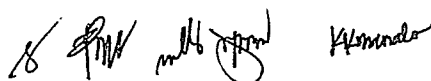
XIII. PERFORMANCE GUARANTEE OR SECURITY

To guarantee the faithful performance of the obligations and services required under this TOR, the Highest Rated CSP shall post in favor of PDIC a performance security. The performance security may be in any of the following form:

Form of Security	% of Total Contract Price
1. Cash or Cashier's or Manager's check issued by a universal or commercial bank;	Five percent (5%)
2. Bank draft or guarantee or irrevocable letter of credit issued by a universal or commercial bank; provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank;	
3. Surety bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

XIV. EVENT OF DEFAULT AND CONSEQUENCES

1. The performance security shall be forfeited in favor of PDIC in the event that the CSP is in default or breach of its obligations under this TOR;
2. The CSP or any of its representatives shall be liable for any loss, damage or injury caused to PDIC, its employees and guests, as a result of either willful, unlawful or negligent act or lapses; and
3. PDIC shall have the right to suspend, in whole or in part, any of the work or payment due under this TOR in the event of default on the part of the CSP to perform its obligations.



XV. TURN-OVER OF DOCUMENTS AND/OR MILESTONES

Upon pre-termination or termination of the Project, the CSP shall properly turn over to PDIC, without need of any demand letter, all documents, files, books, and records which came into its possession, including other accountabilities.

*****nothing follows*****

Handwritten signatures and initials:
18 [Signature] [Signature] [Signature] [Signature]

SHORTLISTING OF ELIGIBLE BIDDERS

**ENGAGEMENT OF A CONSULTING SERVICE PROVIDER (CSP)
FOR THE REVIEW AND RATIONALIZATION OF PDIC COMPETENCY FRAMEWORK
AND COMPETENCY-BASED JOB DESCRIPTIONS**

Name of Bidder

EVALUATION CRITERIA		RATING	Evaluation Notes (list down actual count and details)
1.	CONSULTANCY FIRM / SERVICE PROVIDER (CSP) (50%)		
	A. EXPERIENCE AND EXPERTISE OF THE CSP	40%	
	1.1 Duly registered or licensed to do Consulting Business in the Philippines and has been in the consulting business for at least seven (7) years <ul style="list-style-type: none"> • 8 or more years • 7 years 	15% 10%	
	1.2 Completed at least two (2) HR and OD*-related Consulting Projects (with Philippine government or private entities) within the last 7 years <ul style="list-style-type: none"> • 3 or more HR and OD*-related Consultancy Projects completed • 2 HR and OD*-related Consultancy Project completed 	25% 20%	
	B. CAPACITY OF THE CSP	10%	
	1.3 Has the capacity to undertake additional similar workloads on top of the currently being undertaken consulting project/s. <ul style="list-style-type: none"> • 0 - 1 ongoing HR and OD* projects • 2 ongoing similar projects • 3 or more ongoing HR/OD*-related projects 	10% 7% 5%	

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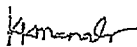
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
EVALUATION CRITERIA		RATING	Evaluation Notes (list down actual count and details)
II	QUALIFICATIONS OF THE PROJECT TEAM MEMBERS (50%)		
	2. PROJECT MANAGER (PM) OR TEAM LEADER (TL)	25%	
	2.1 Has been in the consulting business for at least 7 years <ul style="list-style-type: none"> • 8 years or more • 7 years 	12.5% 10%	
	2.2 Has managed or led at least two (2) HR and OD*-related projects in the last 7 years, one of which must be with a government entity. <ul style="list-style-type: none"> • 3 or more projects managed/led, one of which must be with a government entity • 2 projects managed/led, one of which must be with a government entity 	12.5% 10%	
	3. PROJECT SUBJECT MATTER EXPERT (SME)	25%	
	3.1 Has been in the consulting business for at least 7 years <ul style="list-style-type: none"> • 8 years or more • 7 years 	12.5% 10%	
	3.2 Has completed at least two (2) Competency Development-related projects in the last 7 years, one of which must be with a government entity. <ul style="list-style-type: none"> • 3 or more projects completed, one of which must be with a government entity • 2 projects completed, one of which is with a government entity 	12.5% 10%	
TOTAL SCORE		100%	
PASSING SCORE		75%	PASSED

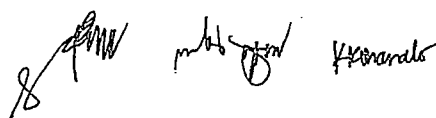
Note: *HR and OD-related projects may include any of the following:

1. Competency- Development
2. Competency Dictionary or Competency Profiling
3. Competency Assessment
4. Performance Management System
5. Job Analysis or Job Evaluation
6. Individual Development Plan
7. Talent and/or Leadership Assessments
8. Career and/or Leadership Development and/or Training
9. Competency-Based Succession Planning Program

***** nothing follows *****


KATHERINE FE K. MANALO
SAMS/TWG


MARIA LOURDES A. BAGUISI
OIC-ODD / TWG



TECHNICAL BID EVALUATION

ENGAGEMENT OF A CONSULTING SERVICE PROVIDER (CSP) FOR THE
REVIEW AND RATIONALIZATION OF PDIC COMPETENCY FRAMEWORK AND COMPETENCY-BASED JOB DESCRIPTIONS (CBJDs)

Name of Bidder

DISTRIBUTION OF WEIGHT

- TECHNICAL PROPOSAL (TP) - 60%
 - FINANCIAL PROPOSAL (FP) - 40%
- 100%

PASSING SCORE (TP)

80%

QCBE PASSING SCORE

75%

ing System for the Evaluation of Bids:

The first 2 criteria are to evaluate the Qualifications and Experience of the Consulting Service Provider (CSP) and the Project Team; the 3rd and 4th criteria are to evaluate the Plan of Approach and Methodology and the Timeline; while 5th and 6th criteria are to evaluate the Preparedness Level, and Competency and Credibility of the Project Manager, Team Leader or Project Resource Person/Subject Matter Expert to undertake the project through the latter's presentation of the project proposal; and

When two or more proposals are tied in any criterion, they are given the higher rating.

TECHNICAL PROPOSAL (60%)												
CRITERIA	MAX. RATING	BIDDER 1	BIDDER 2	BIDDER 3								
Qualification of the Project Team, Experience and Capability, Plan of Approach and Methodology / Timetable (70%)												
1) <u>Qualification of the Project Team</u> – pertains to the qualification of the Project Manager (PM), Subject Matter Experts (SME) and other Team Members (TMs), if any (based on CVs submitted). Covers <u>suitability of key staff to perform the duties of the particular assignments</u> and general qualifications and competence including education and training of the key staff. Metrics: <table border="1" style="width: 100%;"> <tr> <td>20%</td> <td>More than 7 years of experience with 4 or more HR/OD-related Consultancy Projects completed, one of which must be with a government entity</td> </tr> <tr> <td>17%</td> <td>7 years of experience and with 2 or 3 HR/OD-related Consultancy Projects completed, one of which must be with a government entity</td> </tr> <tr> <td>15%</td> <td>Less than 7 years of experience and with 1 HR/OD-related Consultancy Project completed with a government entity</td> </tr> <tr> <td>0</td> <td>Less than 7 years of experience and with no (0) relevant HR/OD Consultancy Project completed with a government entity</td> </tr> </table>	20%	More than 7 years of experience with 4 or more HR/OD-related Consultancy Projects completed, one of which must be with a government entity	17%	7 years of experience and with 2 or 3 HR/OD-related Consultancy Projects completed, one of which must be with a government entity	15%	Less than 7 years of experience and with 1 HR/OD-related Consultancy Project completed with a government entity	0	Less than 7 years of experience and with no (0) relevant HR/OD Consultancy Project completed with a government entity	20%			
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15%	Less than 7 years of experience and with 1 HR/OD-related Consultancy Project completed with a government entity											
0	Less than 7 years of experience and with no (0) relevant HR/OD Consultancy Project completed with a government entity											

Handwritten notes:
 1) All must attend
 2) General

<p>2) Experience and Capability – pertains to the experience and capability of Consulting Service Provider or the Firm with regard to HR/OD projects and performance of similar projects as evidenced by documentary submissions / records.</p> <p>Shall consider both the overall experience of the Firm and the principal and key staff including the times employed by the other CSPs.</p> <p>Metrics:</p> <table border="1" data-bbox="219 371 1630 635"> <tr> <td>15%</td> <td>More than 7 years of experience in Consulting and with 4 or more HR/OD-related Consultancy Projects completed, one of which must be with a government entity</td> </tr> <tr> <td>13%</td> <td>7 years of experience in Consulting and with 2 or 3 HR/OD-related Consultancy Projects completed, one of which must be with a government entity</td> </tr> <tr> <td>10%</td> <td>Less than 7 years of experience in Consulting and with 1 HR/OD-related Consultancy Project completed with a government entity</td> </tr> <tr> <td>0</td> <td>Less than 7 years of experience in Consulting and with no similar Consultancy Project completed with a government entity</td> </tr> </table>	15%	More than 7 years of experience in Consulting and with 4 or more HR/OD-related Consultancy Projects completed, one of which must be with a government entity	13%	7 years of experience in Consulting and with 2 or 3 HR/OD-related Consultancy Projects completed, one of which must be with a government entity	10%	Less than 7 years of experience in Consulting and with 1 HR/OD-related Consultancy Project completed with a government entity	0	Less than 7 years of experience in Consulting and with no similar Consultancy Project completed with a government entity	15%			
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10%	Less than 7 years of experience in Consulting and with 1 HR/OD-related Consultancy Project completed with a government entity											
0	Less than 7 years of experience in Consulting and with no similar Consultancy Project completed with a government entity											
<p>3) Plan of Approach and Methodology – is comprehensive; the approaches and methodologies are simple and appropriate; steps are clear, organized, practicable, and lead to the generation of intended/ target outputs.</p> <p>Emphasis on the <u>clarity, feasibility, innovativeness and comprehensiveness of the plan approach and methods</u> to be used, and the quality of interpretation of project problems, risks, and suggested solutions.</p> <p>Metrics:</p> <table border="1" data-bbox="226 906 1637 1265"> <tr> <td>20%</td> <td>The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>all possible problems</u>, risks and appropriate solutions in the course of implementing the project; no <u>potential issues</u> were identified by the panel/ end-user on the proposed Plan of Approach.</td> </tr> <tr> <td>17%</td> <td>The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>most of possible problems</u>, risks and appropriate solutions in the course of implementing the project; <u>1-2 potential issues</u> were identified by the panel/ end-user on the proposed Plan of Approach.</td> </tr> <tr> <td>15%</td> <td>The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>some possible problems</u>, risks and appropriate solutions in the course of implementing the project; <u>3 or more potential issues</u> were identified by the panel/ end-user on the proposed Plan of Approach.</td> </tr> <tr> <td>0%</td> <td>The Plan of Approach and Methods are not clear nor doable nor innovative nor comprehensive, and <u>did not consider possible problems</u>, risks and appropriate solutions in the course of implementing the project.</td> </tr> </table>	20%	The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>all possible problems</u> , risks and appropriate solutions in the course of implementing the project; no <u>potential issues</u> were identified by the panel/ end-user on the proposed Plan of Approach.	17%	The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>most of possible problems</u> , risks and appropriate solutions in the course of implementing the project; <u>1-2 potential issues</u> were identified by the panel/ end-user on the proposed Plan of Approach.	15%	The Plan of Approach and Methods are clear, doable, innovative, comprehensive, and consider <u>some possible problems</u> , risks and appropriate solutions in the course of implementing the project; <u>3 or more potential issues</u> were identified by the panel/ end-user on the proposed Plan of Approach.	0%	The Plan of Approach and Methods are not clear nor doable nor innovative nor comprehensive, and <u>did not consider possible problems</u> , risks and appropriate solutions in the course of implementing the project.	20%			
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0%	The Plan of Approach and Methods are not clear nor doable nor innovative nor comprehensive, and <u>did not consider possible problems</u> , risks and appropriate solutions in the course of implementing the project.											

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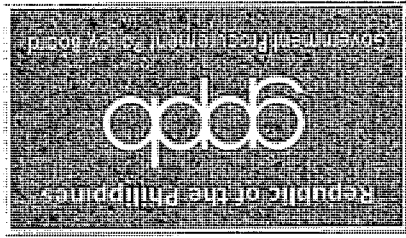
4) Timetable – Meets the prescribed project timeline; activities, milestones and deliverables are well-defined and aligned with the Terms of Reference (TOR).		15%			
Metrics:					
15%	The proposed timetable and activities meet the prescribed timeline; <u>all</u> activities, milestones and deliverables are clearly indicated and responsive of the requirements of the project per approved TOR.				
10%	The proposed timetable and activities meet the prescribed timeline; <u>most</u> activities /milestones and deliverables are clearly indicated and responsive of the requirements of the project per approved TOR.				
0%	The proposed timetable deviates from the prescribed timeline; <u>some</u> milestones and deliverables are clearly indicated and responsive of the requirements of the project per approved TOR.				
Sub-Total for Item A		70%			

16 KAM/ much effort 14/10/2018

I. Presentation of the Technical Proposal (30%)

<p>5) Preparedness The Presenter/Resource Person is well -prepared, knowledgeable about the Technical Bid/Proposal, and clear about the processes involved.</p> <p>Metrics:</p> <table border="1"> <tr> <td>15%</td> <td>Well-prepared, knowledgeable about the Technical Bid/Proposal and clear about the processes involved; able to provide a holistic view of the entire project components from start to end; with no major issues raised for clarification by the panel that required adjustments in the methodology as proposed</td> </tr> <tr> <td>13%</td> <td>Presented the project proposal comprehensively by elaborating on the design/plan; with 1-2 major issues raised for clarification by the panel that required adjustments in the methodology as proposed</td> </tr> <tr> <td>10%</td> <td>Focused more on the activities and lacks discussion on the processes or proposed methodologies in generating the project outputs; with <u>3 major issues</u> raised for clarification by the panel that required adjustments in the methodology as proposed</td> </tr> <tr> <td>0</td> <td>Unable to provide clear details on the processes or methodologies in generating the project outputs; with more than 3 major issues raised for clarification by the panel that required adjustments in the methodology as proposed.</td> </tr> </table>	15%	Well-prepared, knowledgeable about the Technical Bid/Proposal and clear about the processes involved; able to provide a holistic view of the entire project components from start to end; with no major issues raised for clarification by the panel that required adjustments in the methodology as proposed	13%	Presented the project proposal comprehensively by elaborating on the design/plan; with 1-2 major issues raised for clarification by the panel that required adjustments in the methodology as proposed	10%	Focused more on the activities and lacks discussion on the processes or proposed methodologies in generating the project outputs; with <u>3 major issues</u> raised for clarification by the panel that required adjustments in the methodology as proposed	0	Unable to provide clear details on the processes or methodologies in generating the project outputs; with more than 3 major issues raised for clarification by the panel that required adjustments in the methodology as proposed.	15%			
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0	Unable to provide clear details on the processes or methodologies in generating the project outputs; with more than 3 major issues raised for clarification by the panel that required adjustments in the methodology as proposed.											
<p>6) Competency and Credibility The Presenter or Resource Person exhibits credibility and understanding of the concepts of Competency-Based Human Resource Management, Competency Profiling and Competency Review, Crafting of Competency Dictionary, Competency Assessments, and job analysis, among as demonstrated through keen and concrete replies to questions and clarifications raised by the panel / end-users during the project presentation.</p> <p>Metrics:</p> <table border="1"> <tr> <td>15%</td> <td>Exhibited high credibility and deeper understanding of the concepts which are relevant and appropriate to the requirements of the project; <u>all</u> questions and/or issues raised by the panel / end-users were thoroughly responded to by the Presenter/ Resource Person.</td> </tr> <tr> <td>13%</td> <td>Generally exhibited credibility and understanding of the concepts relevant and appropriate to the requirements of the project; <u>1-2</u> questions and/or issues raised by the panel / end-users were not thoroughly clarified or responded to by the Presenter/ Resource Person.</td> </tr> <tr> <td>10%</td> <td>Exhibited some degree of credibility and understanding of the concepts relevant and appropriate to the requirements of the project; 3 questions and / or issues raised by the panel / end-users were left hanging or not responded to by the Presenter /Resource Person.</td> </tr> <tr> <td>0</td> <td>Exhibited minimal degree of credibility and understanding of the concepts relevant and appropriate to the requirements of the project; more than 3 questions and/or issues raised by the panel/ end-users were not responded to by the Presenter/Resource Person.</td> </tr> </table>	15%	Exhibited high credibility and deeper understanding of the concepts which are relevant and appropriate to the requirements of the project; <u>all</u> questions and/or issues raised by the panel / end-users were thoroughly responded to by the Presenter/ Resource Person.	13%	Generally exhibited credibility and understanding of the concepts relevant and appropriate to the requirements of the project; <u>1-2</u> questions and/or issues raised by the panel / end-users were not thoroughly clarified or responded to by the Presenter/ Resource Person.	10%	Exhibited some degree of credibility and understanding of the concepts relevant and appropriate to the requirements of the project; 3 questions and / or issues raised by the panel / end-users were left hanging or not responded to by the Presenter /Resource Person.	0	Exhibited minimal degree of credibility and understanding of the concepts relevant and appropriate to the requirements of the project; more than 3 questions and/or issues raised by the panel/ end-users were not responded to by the Presenter/Resource Person.	15%			
15%	Exhibited high credibility and deeper understanding of the concepts which are relevant and appropriate to the requirements of the project; <u>all</u> questions and/or issues raised by the panel / end-users were thoroughly responded to by the Presenter/ Resource Person.											
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0	Exhibited minimal degree of credibility and understanding of the concepts relevant and appropriate to the requirements of the project; more than 3 questions and/or issues raised by the panel/ end-users were not responded to by the Presenter/Resource Person.											
Sub-Total for Item B		30%										
TOTAL SCORE		100%										

16
MM
only signed
Kyran



Section VIII. Bidding Forms

Eligibility Documents Submission Form..... 61
Statement of Ongoing and Completed Gov't. and Private Contracts.....62
Technical Proposal Forms 63
Omnibus Sworn Statement 73
Bid Securing Declaration 76
Financial Proposal Forms78

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ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

In connection with your Request for Expression of Interest dated [insert date] for [Title of Project], [Name of Consultant] hereby expresses interest in participating in the eligibility and short listing for said Project and submits the attached eligibility documents in compliance with the Eligibility Documents therefor.

In line with this submission, we certify that:

- a) [Name of Consultant] is not blacklisted or barred from bidding by the GoP or any of its agencies, offices, corporations, LGUs, or autonomous regional government, including foreign government/foreign or international financing institution; and
- b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

We acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our submission irrespective of whether we are declared eligible and short listed or not.

We further acknowledge that failure to sign this Eligibility Document Submission Form shall be a ground for our disqualification.

Yours sincerely,

Signature
 Name and Title of Authorized Signatory
 Name of Consultant
 Address

A series of handwritten signatures and initials in black ink, including a large stylized 'SS', a cross-like symbol, and several other illegible signatures.

Name of Bidder : _____

Business Address : _____

Telephone No. : _____

Statement of all ongoing and completed government and private contracts, including contracts awarded but not yet started, if any:

Name and Location of the Contract	Date of Award of Contract	Type and Brief Description of Consulting Services	Consultant's Role (Whether main consultant, subconsultant or partner in a JV)	Amount of Contract	Contract Duration	Certificate of Satisfactory Completion or Equivalent Document specified in the EDS issued by the client, in the case of a completed contract

Submitted by: _____
 Name & Signature of Authorized Representative

Designation : _____

Date : _____

62

SS *H* *YSL* *M* *A/S* *FW* *mlb* *Jim* *Kimander* *fi* *AW*

TECHNICAL PROPOSAL FORMS

Notes for Consultants

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

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

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

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

General approach and methodology, work and staffing schedule

Use TPF 4. Description of the Methodology and Work Plan for Performing the Project, TPF 5. Team Composition and Task, TPF 7. Time Schedule for Professional Personnel, and TPF 8. Activity (Work) Schedule.

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

Curriculum Vitae (CV)

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

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

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

SS T W N P/S AM mlt JH Kemerah P1 M A

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

[Handwritten signatures and initials]

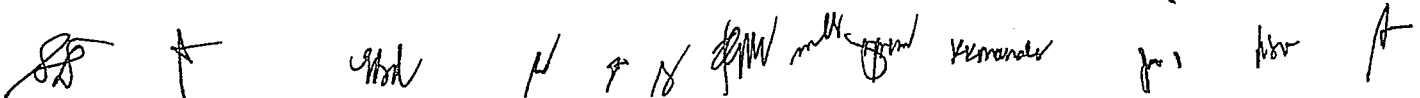
TPF 2. CONSULTANT'S REFERENCES

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

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

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

Consultant's Name: _____



TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

[Handwritten signatures and initials at the bottom of the page]

TPF 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE PROJECT

[Handwritten signatures and initials]

TPF 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Commitment:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

SS [Handwritten signatures and initials]

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

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

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

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

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

If a sole proprietorship: As the owner and sole proprietor or authorized representative of [Name of Consultant], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity][insert "as shown in the attached duly notarized Special Power of Attorney" for authorized representative];

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. [Name of Consultant] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

[Handwritten signatures and initials]

5. [Name of Consultant] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name of Consultant] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Consultant] complies with existing labor laws and standards; and

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

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

[Bidder's Representative/Authorized Signatory]

[Handwritten signatures and initials]

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

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

NAME OF NOTARY PUBLIC

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

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Bid Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - c. I am/we are declared as the bidder with the Highest Rated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

[Handwritten signatures and initials]

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

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

Affiant

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

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

NAME OF NOTARY PUBLIC

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

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FINANCIAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content of the Financial Proposal.

Cover Letter

Use FPF 1. Financial Proposal Submission Form, which is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:

- a. followed the applicable rules and guidelines indicated in this ITB;
- b. not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and
- c. agrees to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to the its Bid and to the performance of the ensuing contract.

Costs of Consulting Services

Use FPF 2. Summary of Costs; FPF 3. Breakdown of Price per Activity; FPF 4. Breakdown of Remuneration per Activity; FPF 5. Reimbursables per Activity; and FPF 6. Miscellaneous Expenses.

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of Project] in accordance with your Bidding Documents dated [insert date] and our Bid (Technical and Financial Proposals). Our Financial Proposal is in the total sum of [amount in words and figures], which sum is to be understood to be inclusive of all applicable taxes. The tax component is estimated at (amount in words and figures) as shown in the attached summary of our proposal.

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

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

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

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

We remain,

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

[Handwritten signatures and initials]

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FPF 2. SUMMARY OF COSTS

Costs	Currency(ies) ²	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		

² In cases of contracts involving foreign consultants, indicate the exchange rate used.

FFP 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Name: _____

Names	Position	Input ⁴	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

⁴ Staff months, days, or hours as appropriate.

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FPF 5. REIMBURSABLES PER ACTIVITY

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No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ⁵				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

⁵ Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.

FPF 6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____

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Section VIII. Appendices

I. Description of Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

II. Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

III. Key Personnel and Subconsultants

List under:

1. Titles [and names, if already available], detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.
2. Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government's country.
3. Same information as in no.1 for Key Local Personnel.
4. List of approved Subconsultants (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.'s 1 and 2.

IV. Breakdown of Contract Price

List here the elements of cost, including expenditures in foreign currency(ies) denominated and payable in Philippine Peso, used to arrive at the itemized breakdown of the contract price:

1. Monthly rates for Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures
3. Applicable taxes

V. Services and Facilities Provided by the Client

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Give detailed description of the services and facilities made available to the Consultant, and the time and manner of its availment.

VI. Consultant's Representations Regarding Costs and Charges

Breakdown of Remuneration Rates, WB funded projects using Quality Based Selection, Selection Based on the Consultant's Qualifications and Single Source Selection.

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for projects away from headquarters. To assist the Consultant in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Procuring Entity is charged with the custody of Government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Procuring Entity does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that thirteen (13) months' pay be given for twelve (12) months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during the Contract if no additional staff replacement has been provided. Additional leave taken at

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the end of the Contract in accordance with the Consultant's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^6 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Procuring Entity is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the project and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the Contract.

(vii) Away from Headquarters Allowance or Premium

Some consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) Subsistence Allowances

⁶ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents — the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursables

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

3. Bank Guarantee

3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

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VII. BREAKDOWN OF AGREED FIXED RATES⁷

[Currencies: _____⁸]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate ⁹	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__% of 1)
Philippines									
Home Office									

Signature of Consultant: _____

Date: _____

Authorized Representative: _____

Name: _____

Title: _____

⁷ This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

⁸ If different currencies, a different table for each currency should be used.

⁹ Per month, day, or hour as appropriate.