



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
Visayas Avenue, Diliman, Quezon City

**PROCUREMENT FOR THE DEVELOPMENT OF
FOREIGN-ASSISTED PROJECTS
INFORMATION SYSTEM (FAPIS)**

Bid Ref. No. DENR-CO-2023-036

Approved Budget for the Contract: ₱5,000,000.00

BIDS AND AWARDS COMMITTEE

September 2023



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

**PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED
PROJECTS INFORMATION SYSTEM (FAPIS)**

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PART I
Section I.
Request for Expression of Interest



REQUEST FOR EXPRESSION OF INTEREST

**PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)
BID REF. NO. DENR-CO-2023-036**

Approved Budget for the Contract: PhP 5,000,000.00

- The **Department of Environment and Natural Resources (DENR)** intend to apply the sum of PESOS: Five Million (PhP5,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for **PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)**. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.

Description	Total ABC (P) (VAT Inclusive)	Funding Source	Bid Security in any of the following forms:	Cost/Price of Bid Documents (cash payment only) (P)
Procurement for the Development of FAPIS	5,000,000.00	2023 GAA	<ul style="list-style-type: none"> • Bid Securing Declaration • Cash or Cashier’s Manager’s Check* equivalent to at least 2% of the ABC • Bank Guarantee/ Bank Draft or Irrevocable Letter of Credit equivalent to at least 2% of the ABC • Surety Bond equivalent to at least 5% of the ABC 	5,000.00

* Must be issued by a Local Universal or Local Commercial Bank.

** Must be callable upon demand issue by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such bond.

- The DENR now calls for the submission of Expression of Interest and Eligibility Documents for the **PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)**. Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion.
- Bidding is restricted to entities or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.
- Prospective bidders must have completed within the last five (5) years a contract of similar nature.

“Similar nature” shall mean **Development of Web-Based Information Systems**.



5. Schedule of activities are as follows:

ACTIVITIES	DATE & TIME	VENUE/MODE
Part I (Open to all interested bidders)		
1. Issuance of Bidding Documents (Part I)	9:00 AM to 4:00 PM only Mondays to Fridays starting 13 September 2023 (Wednesday)	BAC Secretariat c/o Dianne G. Ibias at BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
2. Submission of Expression of Interest and Eligibility Documents	21 September 2023 (Thursday) 12:00 NN	BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
3. Opening of Eligibility Documents	21 September 2023 (Thursday) 1:30 PM	Online via Google Meet Platform
Part II (Open only to shortlisted bidder/s)		
4. Sale of Bidding Documents	To be announced in the Notice of Shortlisted Bidders	BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
5. Pre-Bid Conference for Shortlisted Bidders		Online via Google Meet Platform
6. Submission of Technical and Financial Bid	To be announced	BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
7. Opening of Bids	To be announced	Online via Google Meet Platform

6. A complete set of Bidding Documents may be acquired by Shortlisted Bidder/s during office hours (9:00AM - 4:00PM) but not later than the Submission of Technical and Financial Documents. The Bidding Documents shall be received personally by the Shortlisted Bidder/s or his duly authorized representative upon presentation of proper identification document.

It may be also downloaded free of charge for the PhilGEPS and DENR websites, PROVIDED that Shortlisted Bidder/s shall pay the applicable fee for the Bidding Documents not later than the Submission of Technical and Financial Documents. For the Pre-bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bid requirements and will prepare the bid submissions.

7. Interested bidders may obtain further information from the BAC Secretariat c/o Dianne G. Ibias at the BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City from 9:00 AM to 4:00 PM only, Mondays to Fridays starting **13 September 2023** at Tel. No. (02) 8926-2675. However, any queries relative to the content of the bid documents and the project requirements can only be made not later than ten (10) calendar days prior to the Submission of Technical and Financial Bids.



8. The BAC shall draw up the short list of consultants from those who have submitted eligibility documents/Expression of Interest and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act", and its Implementing Rules and Regulations (IRR). The short list shall consist of **maximum of five (5)** prospective consultants who will be entitled to submit bids. **Minimum Eligibility Score** to be considered for short listing is **30 points** (60% of the total number of points). Details of rating scheme for short listing shall be as follows:

ELIGIBILITY AND SHORTLISTING CRITERIA	MAXIMUM POINTS	WEIGHT
1. Firm Experience	20 points	40%
2. Current Workload Relative to Capacity	10 points	20%
3. Qualification of the Key Personnel	20 points	40%
TOTAL	50 points	100%

9. A Notice of Eligibility and Short Listing shall be issued to short listed bidders indicating therein the schedule for the submission of Technical and Financial Documents.
10. Proposals shall be evaluated using the **Quality-Cost Based Evaluation (QCBE)** at a ratio of **60% for the Technical Proposal** and **40% for the Financial Proposal**. The Technical Criteria for the evaluation shall be as follows:

TECHNICAL CRITERIA	MAXIMUM POINTS	WEIGHT
1. Qualification of Prospective Bidder	10 points	35%
2. Approach and Methodology	70 points	30%
3. Qualification of Key Personnel	150 points	35%
TOTAL	230 points	100%

11. Only the Consultant with a total technical score of **138 points** (60% of the total number of points) shall be qualified for the evaluation of financial proposals.
12. The contract shall be completed within **two hundred forty (240) calendar days** from receipt of Notice to Proceed.
13. The **DENR** reserves the right to reject any and all bids, annul the bidding process, or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

(sgd.) **NORLITO A. ENERAN, LL.M., CESO III**
 Director, Legal Affairs Service and
 Vice Chairperson, Bids & Awards Committee
 Date: **12 September 2023**



PART I

Section II

Eligibility Documents

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 Documents Submission Form, 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 in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine



Foreign Service Office or Post, which shall submit their eligibility documents under Section 24.1 of the IRR, provided, that the winning Consultant shall register with PhilGEPS in accordance with Section 37.1.4 of the IRR;

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. 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, 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.

(b) **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.

- 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 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. ___ - 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:
 - (c) contain the name of the contract to be bid in capital letters;
 - (d) bear the name and address of the prospective bidder in capital letters;
 - (e) be addressed to the Procuring Entity's BAC specified in the EDS;
 - (f) bear the specific identification of this Project indicated in the EDS; and
 - (g) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of eligibility documents, in accordance with Clause 5.
- 4.4. Eligibility documents 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 documents as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

5. Deadline for Submission of Eligibility Documents

Eligibility documents must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the Request for Expression of Interest and the EDS.

6. Late Submission of Eligibility Documents

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 0 shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of submission and opening of eligibility documents, the Bidder's name, its representative and the time the eligibility documents were submitted late.

7. Modification and Withdrawal of Eligibility Documents

- 7.1. The prospective bidder may modify its eligibility documents after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline specified in Clause 5. The prospective bidder shall not



be allowed to retrieve its original eligibility documents, but shall be allowed to submit another set equally sealed, properly identified, linked to its original bid marked as "ELIGIBILITY MODIFICATION" and stamped "received" by the BAC. Modifications received after the applicable deadline shall not be considered and shall be returned to the prospective bidder unopened.

- 7.2. A prospective bidder may, through a letter of withdrawal, withdraw its eligibility documents 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 eligibility documents.
- 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:
 - (h) the name of the prospective bidder;
 - (i) whether there is a modification or substitution; and
 - (j) 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 to be used 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.



PART I

Section III

Eligibility Data Sheet

Eligibility Documents																									
1.2	<i>The Consultant shall complete the “Development of Web-Based Information Systems.”</i>																								
1.3	No further instructions.																								
2.1(a)(ii)	Statement of all its Ongoing Contracts including contracts awarded but not yet started, if any; and Completed Contracts within the last five (5) years prior to the submission and receipt of eligibility documents																								
2.1(a)(ii.7)	For the list of completed contracts , a copy of the following documents must be attached for each listed completed Contract/s: (a) Contract and (b) End User’s Acceptance, Official Receipt/s or Collection Receipt/s or Sales Invoice																								
4.2	Each prospective bidder shall submit three (3) sets of Eligibility documents marked as “ORIGINAL COPY”, “COPY NO. 1” and “COPY NO. 2” . Bidders are advised to submit documents with Table of Contents and with complete tabs/dividers/separators.																								
4.3	All envelopes and folders must be labeled as specified below: <table border="1" style="margin-left: 20px;"> <tr> <td style="padding: 5px;">TO</td> <td style="padding: 5px;">:</td> <td style="padding: 5px;">THE BIDS AND AWARDS COMMITTEE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES</td> </tr> <tr> <td style="padding: 5px;">FROM</td> <td style="padding: 5px;">:</td> <td style="padding: 5px;">_____</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> <td style="padding: 5px;"><i>(Name of Bidder in Capital Letters)</i></td> </tr> <tr> <td style="padding: 5px;">ADDRESS</td> <td style="padding: 5px;">:</td> <td style="padding: 5px;">_____</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> <td style="padding: 5px;"><i>(Address of Bidder in Capital Letters)</i></td> </tr> <tr> <td style="padding: 5px;">PROJECT</td> <td style="padding: 5px;">:</td> <td style="padding: 5px;">PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN- ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)</td> </tr> <tr> <td style="padding: 5px;">BID REF. NO.</td> <td style="padding: 5px;">:</td> <td style="padding: 5px;">DENR-CO-2023-036</td> </tr> <tr> <td colspan="3" style="padding: 5px;"><i>(In Capital Letters, Indicate the Phrase): “DO NOT OPEN BEFORE: 21 September 2023, 1:30 PM”</i></td> </tr> </table>	TO	:	THE BIDS AND AWARDS COMMITTEE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES	FROM	:	_____			<i>(Name of Bidder in Capital Letters)</i>	ADDRESS	:	_____			<i>(Address of Bidder in Capital Letters)</i>	PROJECT	:	PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN- ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)	BID REF. NO.	:	DENR-CO-2023-036	<i>(In Capital Letters, Indicate the Phrase): “DO NOT OPEN BEFORE: 21 September 2023, 1:30 PM”</i>		
TO	:	THE BIDS AND AWARDS COMMITTEE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES																							
FROM	:	_____																							
		<i>(Name of Bidder in Capital Letters)</i>																							
ADDRESS	:	_____																							
		<i>(Address of Bidder in Capital Letters)</i>																							
PROJECT	:	PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN- ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)																							
BID REF. NO.	:	DENR-CO-2023-036																							
<i>(In Capital Letters, Indicate the Phrase): “DO NOT OPEN BEFORE: 21 September 2023, 1:30 PM”</i>																									
4.3 (e)	THE CHAIRPERSON Bids and Awards Committee for Regular Operations Department of Environment and Natural Resources (DENR) Visayas Avenue, Diliman, Quezon City Telefax: (02) 8926-2675 E-mail: bac.co@denr.gov.ph																								
5.0	The address for submission of eligibility documents is BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City The deadline for submission of eligibility documents is exactly at 12:00 NN (BAC Time), 21 September 2023.																								



8.1	The opening of eligibility documents is Online via Google Meet Platform . The date and time of opening of eligibility documents is exactly at 1:30 PM (BAC Time), 21 September 2023 .		
9.1	Similar contracts shall mean “ <i>Development of Web-Based Information Systems</i> ”.		
9.2	The BAC shall draw up the short list of bidders from those who have submitted Expression of Interest and eligibility documents, and have been determined as eligible in accordance with provisions of Republic Act 9184, otherwise known as Government Procurement Reform Act and its Revised Implementing Rules and Regulations.		
	CRITERIA FOR ELIGIBILITY AND SHORTLISTING		
		CRITERIA	REFERENCE DOCUMENT/S
	A	FIRM EXPERIENCE	
		1. At least five years in the business	Registration certificate from SEC or DTI Business Name Registration
		2. Number of developed or completed similar contracts within the last five years each of which costs at least 50% of the ABC of project	List of developed or completed similar contracts within the last five years each of which costs at least 50% of the ABC of the project
			20
	B	CURRENT WORKLOAD RELATIVE TO CAPACITY	
		1. Capacity to accept new projects	List of developed or completed similar contracts within the last five years each of which costs at least 50% of the ABC of the project
			10
	C	QUALIFICATION OF THE KEY PERSONNEL	
		1. Top 3 key personnel: each personnel shall be rated individually and averaged to come up with the firm's score. i. Project Manager or Team Leader ii. Co-Team Leader iii. IT Expert	Curriculum Vitae
		2. Certification of Project Manager	Certification by a Philippine or internationally-recognized certifying body
			20
		TOTAL	50 points
	Notes:		
	1. Minimum total score to qualify for short listing is 30 points (60% of the total score);		
	2. Each of the prospective bidders will be scored on the basis of the above criteria. In case of Joint Ventures, the scores for each criterion shall be 60% for the Lead Firm and 40% for the Associate Firm/s;		
	3. The individual scores of the firm/s in the Joint Venture or association will be summed up to obtain the total score for each joint venture or association;		
	4. The short list shall consist of maximum of five (5) prospective bidders who meet the minimum qualification and with the highest rating.		

**Annex I-A****(Bidder's Company Letterhead)
Eligibility Documents Submission Form**

[Date]

MARCIAL C. AMARO, JR., CESO II

Assistant Secretary for International Affairs &
Chairperson, Bids & Awards Committee
Department of Environment and Natural Resources-Central Office
BAC Secretariat Office, PSMD, Basement, DENR Main Building
Visayas Avenue, Diliman, Quezon City

Subject: **PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-
ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS) PER BID
REF. NO. DENR-CO-2023-036**

Gentlemen:

In connection with your Request for Expression of Interest dated *[insert date]* for the above subject, *[Name of Bidder]* 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:

- b) *[Name of Bidder]* 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 Government Procurement Policy Board, and that each of the documents submit; and
- c) 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.

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant
Address



Annex I-B
(page 1 of 2)

(Bidder’s Company Letterhead)

**PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS
INFORMATION SYSTEM (FAPIS)
BID REF. NO. DENR-CO-2023-036**

Approved Budget for the Contract – P5,000,000.00

STATEMENT OF ALL CONTRACTS

1. All on-going Contracts (including Contracts awarded but not yet started, if any)

A. (of “similar nature”)

Name of the Contract	Date of Awarded	Type & Brief Description of Consulting Services	Bidder’s/ Consultant’s Role <i>(whether main consultant, subconsultant, or partner in a JV)</i>	Contract Duration	Amount of Contract
<u>Government</u>					
<u>Private</u>					
SUB-TOTAL					

B. (NOT “similar nature”)

Name of the Contract	Date of Awarded	Type & Brief Description of Consulting Services	Bidder’s/ Consultant’s Role <i>(whether main consultant, subconsultant, or partner in a JV)</i>	Contract Duration	Amount of Contract
<u>Government</u>					
<u>Private</u>					
SUB-TOTAL					
TOTAL					



Annex I-B
(page 2 of 2)

2. Completed Contracts (of “similar nature”)

Name of the Contract	Date of Awarded	Type & Brief Description of Consulting Services	Bidder’s/ Consultant’s Role <i>(whether main consultant, subconsultant, or partner in a JV)</i>	Contract Duration	Was the project completed on time? (Yes/No)	If the project was completed on time, state cause of delay and how long was the extension.	Amount of Contract (₱)	Proof/Certification of Satisfactory Completion or Equivalent Document
TOTAL								

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Notes:

- ALL ON-GOING CONTRACTS** including contract awarded but not yet started, if any, shall be submitted with the following attachments:
 - Copies of Contracts (or equivalent documents containing scope of work and contract value) signed by the contracting parties; **OR**
 - End-user/Client Certification on the Detailed Scope of Work to be undertaken and the Contract Value.
- ALL COMPLETED CONTRACTS** of “similar nature” as defined in the bidding documents, shall be submitted with the following attachments:
 - Copies of the contracts (or equivalent document containing scope of works signed by the contracting parties) or End-user/Client’s Certification on the Detailed Scope of Work Completed; **AND**
 - Copy of End-User’s/Client Acceptance of completed project or Copy of Official Receipt/s/Collection Receipt/s/Sales Invoice



(Bidder’s Company Letterhead)

**PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS
INFORMATION SYSTEM (FAPIS)
BID REF. NO. DENR-CO-2023-036**

Approved Budget for the Contract – P5,000,000.00

**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.]



Annex I-C
(page 2 of 3)

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.

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

Full name of staff member: _____

Full name of authorized representative: _____

**Annex I-C**
(page 3 of 3)

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 _____.



DENR BIDS AND AWARDS COMMITTEE
CHECKLIST OF REQUIREMENTS FOR BIDDERS
PART I-ELIGIBILITY REQUIREMENTS

Name of Company: _____

Project:

**PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS
INFORMATION SYSTEM (FAPIS)**

Bid Ref. No.

DENR-CO-2023-036

APPROVED BUDGET FOR THE CONTRACT: ₱5,000,000.00

Ref. No.	Particulars
12.1 (a)	
(i)	Eligibility Documents Submission Form (Expression of Interest), format per Annex I-A
(ii)	Valid and current Certificate of PhilGEPS Registration (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR (pursuant to GPPB Resolution No. 15-2021, dated 14 October 2021);
(iii)	<p>Statement of all its Contract, as follows (Annex I-B):</p> <p>1. ALL ON-GOING CONTRACTS including contract awarded but not yet started, if any, with the following attachments:</p> <ul style="list-style-type: none"> • Copies of Contracts (or equivalent documents containing scope of work and contract value) signed by the contracting parties; OR • End-user/Client Certification on the Detailed Scope of Work to be undertaken and the Contract Value. <p>2. ALL COMPLETED CONTRACTS of “similar nature” as defined in the bidding documents, shall be submitted with the following attachments:</p> <ul style="list-style-type: none"> • Copies of the contracts (or equivalent document containing scope of works signed by the contracting parties) or End-user/Client’s Certification on the Detailed Scope of Work Completed; AND • Copy of End-User’s/Client Acceptance of completed project or Copy of Official Receipt/s/Collection Receipt/s/Sales Invoice
(iv)	<p>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 the respective Curriculum Vitae (per Annex I-C) of the following Key Personnel:</p> <ul style="list-style-type: none"> <i>i. Project Manager or Team Leader</i> <i>ii. Co-Team Leader</i> <i>iii. IT Expert</i>



PART II

SECTION I

Notice of Eligibility and Short Listing



NOTICE OF ELIGIBILITY AND SHORT LISTING

[Insert Date]

[Name and Address of Short Listed Consultant]

Project: **PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS) per BID REF. NO. DENR-CO-2023-036**

ABC: **PhP5,000,000.00**

Dear [Addressee]:

1. The **DENR** (hereinafter called “Procuring Entity” has received financing (hereinafter called “funds”) from **GOP** (hereinafter called the “Funding Source”) toward the cost of **PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)**. The Procuring Entity intends to apply a portion of the funds in the amount of Pesos: Five Million (PhP5,000,000.00) to eligible payments under the contract for the **PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)** for which the Bidding Documents is issued.
2. The Procuring Entity now invites bids to provide the **PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)**. 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 **Quality-Cost Based** procedures as described in the Bidding Documents.
4. This notice has been addressed to the following shortlisted consultants:
 - a) ...
 - b) ...
 - c) ...
5. It is not permissible for you to transfer this invitation to any other consultant.
6. The Bidding Documents may be acquired from the BAC Secretariat c/o Ms. Dianne G. Ibias at the BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City during office hours (9:00 AM to 4:00 PM) **but not later than the Submission of Technical and Financial Documents** upon payment of a nonrefundable and applicable fee for the Bidding Documents, pursuant to the latest guidelines issued by the GPPB.



7. The DENR will hold a **Pre-Bid Conference on (insert scheduled date and time) Online via Google Meet Platform**, which shall be open only to all shortlisted consultants.

Yours sincerely,

MARCIAL C. AMARO, JR., *CESO II*
Assistant Secretary for International Affairs &
Chairperson, Bids & Awards Committee



PART II

SECTION II

Instruction to Bidders (ITB)



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'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:
 - (k) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;
 - (l) 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

- (m) 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.

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 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 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 VII 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;
 - (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.

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.
- 6.3. The Consultant may identify the subconsultant to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the subconsultant during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. A subconsultant that is identified by the Consultant during contract implementation must comply with the eligibility criteria and documentary requirements and secure approval of the Procuring Entity.

B. Contents of Bidding Documents

7. **Pre-Bid Conference**

- 7.1. If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.



- 7.2. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.
- 7.3. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 7.4. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

8. Clarifications and Amendments to Bidding Documents

- 8.1. Shortlisted consultants may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 8.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the 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 (Annex II-A).
- (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 bidding forms. 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 (Comments and Suggestions of Consultant on the Terms of Reference and on Data, Service, 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 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 and Curriculum Vitae (CV) for Proposed Professional Staff. Only one duly notarized CV for each consultant involved in the Project may 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 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 VII. 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 cost 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.

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. <i>For biddings conducted by 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>	Two percent (2%)



<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 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 11.7;
 - (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 LCRB;
 - (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 VII. 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 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. ___ - TECHNICAL PROPOSAL" and "COPY NO. ___ - FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. ___", respectively. These envelopes 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.

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 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.

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

24.5 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.

24.6 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:

- (a) 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;
- (b) 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.

24.7 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.

24.8 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 2.1(k) 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

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

24.10 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.

25 Negotiations

25.1 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.

25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.

26 Post Qualification

- 26.1 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.
- 26.2 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.

- 26.3 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.
- 26.4 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.
- 26.5 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.
- 26.6 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.
- 26.7 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.

27 Reservation Clause

- 27.1 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.



- 27.2 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.
- 27.3 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 26, 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) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign consultant; and/or
 - (iii) 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)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank; <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>	Five percent (5%)
(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 <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>	
(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.	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.



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 affectivity date shall be the date of contract signing. The Consultant shall commence performance of its obligations only 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.



Section III. Bid Data Sheet

ITB Clause																		
1.1	The Procuring Entity is DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES The evaluation procedure is Quality-Cost Based Evaluation/Selection (QCBE) <i>Note: Technical and Financial Scores are combined to determine the winner. ABC is stated and Financial Proposal above this amount are rejected.</i>																	
1.2	The Funding Source is: The Government of the Philippines (GOP) through the 2023 General Appropriations Act in the amount of Pesos: Five Million (P5,000,000.00) . The name of the project is: PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)																	
1.3	As described in the Terms of Reference.																	
1.4	As described in the Terms of Reference.																	
5	No further instructions.																	
6.1	Sub-contracting not allowed.																	
6.2	Not applicable.																	
7.1	The date, time and place of the Pre-bid Conference for this project shall be advised upon issuance of Notice of Eligibility and Short Listing.																	
8.1	Prospective bidders may request for clarifications on any part of the Bidding Documents. Such request must be in writing and submitted to DENR at the following address at least ten (10) calendar days prior the deadline for the submission and receipt of bids: THE CHAIRPERSON Bids and Awards Committee Department of Environment and Natural Resources (DENR) Visayas Avenue, Diliman, Quezon City E-mail Address: bac.co@denr.gov.ph Telefax: (02) 8926-2675																	
10.1(b)	Not applicable																	
10.1(c)	The minimum required experience of proposed professional staff is as follows: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Item</th> <th style="width: 15%;">Position</th> <th colspan="2" style="width: 75%;">Qualification of Staff</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td style="text-align: center;">Project Manager or Team Leader</td> <td>Academic Qualifications</td> <td rowspan="4" style="text-align: center; vertical-align: middle;">35%</td> </tr> <tr> <td></td> <td></td> <td>Relevant Training as a Trainee</td> </tr> <tr> <td style="text-align: center;">b.</td> <td style="text-align: center;">Co-Team Leader</td> <td>Years of Experience</td> </tr> <tr> <td style="text-align: center;">c.</td> <td style="text-align: center;">IT Expert</td> <td>Project Related Experience</td> </tr> </tbody> </table>	Item	Position	Qualification of Staff		a.	Project Manager or Team Leader	Academic Qualifications	35%			Relevant Training as a Trainee	b.	Co-Team Leader	Years of Experience	c.	IT Expert	Project Related Experience
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a.	Project Manager or Team Leader	Academic Qualifications	35%															
		Relevant Training as a Trainee																
b.	Co-Team Leader	Years of Experience																
c.	IT Expert	Project Related Experience																
11.2	The following Financial Proposal Forms need to be accomplished and submitted: <ol style="list-style-type: none"> 1. Financial Proposal Submission Form (Annex IV-A) (FPF 1) 2. Summary of Cost (Annex IV-B) (FPF 2) 3. Breakdown of Price per Activity (Annex IV-C) (FPF 3) 4. Breakdown of Remuneration per Activity (Annex IV-D) (FPF 4) 5. Reimbursables per Activity (Annex IV-E) (FPF 5) 6. Miscellaneous Expenses (Annex IV-F) (FPF 6) 																	
11.5	No further instructions.																	
11.7	Any bid with a financial component exceeding this amount shall not be accepted.																	



13.1	The bid prices shall be quoted in Philippine Pesos.								
13.3	No further instructions.								
14.1	The bids will be valid for one hundred twenty (120) calendar days from the date of opening of proposal/bids.								
15.1	<p>The bid security must be in any of the following forms issued in favor of the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Project ABC (₱)</th> <th style="width: 25%;">Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)</th> <th style="width: 25%;">Bid Security: Surety Bond (5%) (₱)</th> <th style="width: 25%;">Bid Securing Declaration</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5,000,000.00</td> <td style="text-align: center;">100,000.00</td> <td style="text-align: center;">250,000.00</td> <td style="text-align: center;">No Required Amount</td> </tr> </tbody> </table>	Project ABC (₱)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)	Bid Security: Surety Bond (5%) (₱)	Bid Securing Declaration	5,000,000.00	100,000.00	250,000.00	No Required Amount
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5,000,000.00	100,000.00	250,000.00	No Required Amount						
15.2	The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of proposals/bids.								
15.5(b)(iii)	No further instructions.								
17.1	No further instructions.								
17.3	<p>Each Bidder shall submit ONE (1) big envelope duly labeled containing the following sets of documents:</p> <ul style="list-style-type: none"> • First Envelope marked as “ORIGINAL COPY” containing separate envelopes for Technical Proposals/Documents and Financial Document. • Second Envelope marked as “COPY NO. 1” containing separate envelopes for Technical Proposals/Documents and Financial Document. • Third Envelope marked as “COPY NO. 2” containing separate envelopes for Technical Proposals/Documents and Financial Document. 								
17.4	<p>All envelopes shall:</p> <ol style="list-style-type: none"> (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. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>TO : THE BIDS AND AWARDS COMMITTEE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES</p> <p>FROM : _____ <i>(Name of Bidder in Capital Letters)</i></p> <p>ADDRESS : _____ <i>(Address of Bidder in Capital Letters)</i></p> <p>PROJECT : PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)</p> <p>BID REF NO: DENR-CO-2023-036</p> <p>(In Capital Letters, Indicate the Phrase): “DO NOT OPEN BEFORE: [insert scheduled date and time of submission]”</p> </div>								
18	<p>The address for submission of bids is <i>Department of Environment and Natural Resources, BAC Secretariat Office, Basement, DENR Main Building, Visayas Avenue, Diliman, Quezon City.</i></p> <p><i>The deadline for submission of bids shall be specified in the Notice of Eligibility and Shortlisting.</i></p>								
21.2	<p>The address for opening of bids is Online via Google Meet Platform.</p> <p><i>The date and time for opening of bids shall be specified in the Notice of Eligibility and Shortlisting.</i></p>								
22.1	No further instructions.								



25.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <ol style="list-style-type: none"> The technical proposal together with the financial proposal shall be 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. The financial and technical proposals shall be given 40% and 60% weights, respectively. 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. 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. 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. 																																												
25.3	<p>The numerical weight and the minimum required Technical Score (St) for each criterion are as follows:</p> <table border="1" data-bbox="357 763 1386 1532"> <thead> <tr> <th colspan="4">QUALITY COST-BASED TECHNICAL CRITERIA</th> </tr> <tr> <th colspan="2">CRITERIA</th> <th>REFERENCE DOCUMENT/S</th> <th>WEIGHT</th> </tr> </thead> <tbody> <tr> <td colspan="4">QUALIFICATION OF PROSPECTIVE BIDDER'</td> </tr> <tr> <td rowspan="2">A</td> <td>1. Experience in similar projects with each costs at least 50% of the ABC of the project</td> <td>List of developed or completed similar contracts within the last five years each of which costs at least 50% of the ABC of the lot for bidding</td> <td>35%</td> </tr> <tr> <td colspan="3">APPROACH AND METHODOLOGY</td> </tr> <tr> <td rowspan="3">B</td> <td>1. Understanding of objectives</td> <td rowspan="7">Project Proposal</td> <td rowspan="7">30%</td> </tr> <tr> <td>2. Approach and methodology</td> </tr> <tr> <td>3. Innovation (comments on or suggestions for improvement of TOR)</td> </tr> <tr> <td rowspan="4">B</td> <td>4. Work plan</td> </tr> <tr> <td>5. Staffing schedule</td> </tr> <tr> <td>6. Transfer of knowledge and skills</td> </tr> <tr> <td>7. Proposal presentation</td> </tr> <tr> <td colspan="4">Qualification of Key Personnel</td> </tr> <tr> <td rowspan="3">C</td> <td>1. Project Manager/Team Leader</td> <td rowspan="3">Curriculum Vitae</td> <td rowspan="3">35%</td> </tr> <tr> <td>2. Co-Team Leader</td> </tr> <tr> <td>3. IT Expert</td> </tr> <tr> <td colspan="2">TOTAL TECHNICAL SCORE (St)</td> <td colspan="2">100%</td> </tr> </tbody> </table> <p>The minimum St required to pass is 138 points (60% of the total score).</p>	QUALITY COST-BASED TECHNICAL CRITERIA				CRITERIA		REFERENCE DOCUMENT/S	WEIGHT	QUALIFICATION OF PROSPECTIVE BIDDER'				A	1. Experience in similar projects with each costs at least 50% of the ABC of the project	List of developed or completed similar contracts within the last five years each of which costs at least 50% of the ABC of the lot for bidding	35%	APPROACH AND METHODOLOGY			B	1. Understanding of objectives	Project Proposal	30%	2. Approach and methodology	3. Innovation (comments on or suggestions for improvement of TOR)	B	4. Work plan	5. Staffing schedule	6. Transfer of knowledge and skills	7. Proposal presentation	Qualification of Key Personnel				C	1. Project Manager/Team Leader	Curriculum Vitae	35%	2. Co-Team Leader	3. IT Expert	TOTAL TECHNICAL SCORE (St)		100%	
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26.1	<p>The opening of Financial Proposals shall be specified in the Letter of Notification. Financial Proposals <i>shall not</i> be opened in public.</p>																																												
26.2	<p>After the evaluation of quality 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. 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</p>																																												



	<p>opened. The Procuring Entity shall prepare minutes of the public opening.</p> <p>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.</p> <p>The lowest Financial Proposal (FI) shall be given a Financial Score (Sf) of 570 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:</p> $Sf = 100 \times FI/F$ <p>Where: Sf is the financial score of the Financial Proposal under consideration, FI is the lowest Financial Proposal, and F is the Financial Proposal under consideration.</p> <p>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 = 0.60; and F = 0.40; provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0.</p>
27.1	The address for negotiations is Online via Google Meet Platform.
27.2(e)	<i>Not applicable.</i>
28	<p>Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the Bidder has the Single/Highest Rated Bid (S/HRB), the Bidder shall submit and/or present the following requirements for post qualification:</p> <p>1. Present original copy and submit certified true copy of the following:</p> <ol style="list-style-type: none"> a) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; b) Valid and current Business/Mayor's Permit issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas; c) Valid and current Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); d) Audited Financial Statements (AFS) for CY 2022 received (with stamped receipt or with attached copy of acknowledgement thru email) by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2023; e) 2022 Annual Income Tax Return and Latest Income Tax Returns per Revenue Regulations 3-2005; Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding



	<p><i>the date of bid submission (including copy of Quarterly VAT returns and its corresponding payments);</i></p> <p>f) PO, contract or any equivalent documents as proof that the bidder is operating continuously with its business for the last five (5) years</p> <p>g) PO, contract or any equivalent as proof that the bidder has completed two (2) similar IT projects (<i>development of web-based information systems</i>) with any Philippine National Government Agency or any private entity within the last five (5) years with each having cost equivalent to fifty percent (50%) of the ABC of this project;</p> <p>2. Present original copy of the following:</p> <p>a) Vicinity map/location of business. Company printed brochure may be included;</p> <p>b) List of names of Key Personnel with attached copies of documentary requirements detailed below.</p> <table border="1" data-bbox="477 757 1390 981"> <thead> <tr> <th data-bbox="477 757 762 792">Key Personnel</th> <th data-bbox="762 757 1390 792">Documentary Requirements</th> </tr> </thead> <tbody> <tr> <td data-bbox="477 792 762 869">Project Manager/Team Leader</td> <td data-bbox="762 792 1390 981" rowspan="3">a) Relevant Training Certificate/s b) School Diploma (Bachelor's Degree/Master's Degree) attached with thesis or capstone project.</td> </tr> <tr> <td data-bbox="477 869 762 922">Co-Team Leader</td> </tr> <tr> <td data-bbox="477 922 762 981">IT Expert</td> </tr> </tbody> </table> <p>3. Submit digital/scanned copy of Eligibility, Technical, Financial and Post-qualification documents stored in Universal Serial Bus (USB) flash drive.</p> <p>Failure of the Bidder, declared as Single/Highest Rated Bid (S/HRB), to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.</p>	Key Personnel	Documentary Requirements	Project Manager/Team Leader	a) Relevant Training Certificate/s b) School Diploma (Bachelor's Degree/Master's Degree) attached with thesis or capstone project.	Co-Team Leader	IT Expert
Key Personnel	Documentary Requirements						
Project Manager/Team Leader	a) Relevant Training Certificate/s b) School Diploma (Bachelor's Degree/Master's Degree) attached with thesis or capstone project.						
Co-Team Leader							
IT Expert							
31.4.6	<i>No additional requirement.</i>						
32.1	No further instructions.						
33.2	The effective date of the contract is <i>upon receipt of Notice to Proceed.</i>						



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 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).

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.

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.

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;
- (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.
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 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
- (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) aforementioned, 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
- (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
- (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.

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.
- 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.
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.
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.

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 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 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.
- 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.

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 25.3 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 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.



Section V. Special Conditions of Contract



Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP), Department of Environment and Natural Resources per 2023 General Appropriations Act (GAA)</p>
6.2(b)	<p>For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>
7	Not applicable.
8	Not Applicable.
10	No further instructions.
12	<p>For the implementation of the Project, winning bidder shall coordinate with the DENR authorized personnel:</p> <p>ARLENE A. ROMASANTA Director, Knowledge and Information Systems Service (KISS) DENR-Central Office Tel No. 8248-3367 loc. 1145</p>
15.1	<p>Below is the address:</p> <p>Attention : ARLENE A. ROMASANTA Director, Knowledge and Information Systems Service (KISS)</p> <p>Address: : DENR-Central Office Information Systems Division 6th Floor, DENR Main Building Visayas Ave., Diliman, Quezon City Tel. No.: 8926-0509</p>
15.2	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(b) in the case of facsimiles, within eight (8) hours following confirmed transmission; or</p> <p>(c) in the case of telegrams, within eight (8) hours following confirmed transmission.</p>
18.3	<p>Payment shall be processed by the Department of Environment and Natural Resources. Payment is made through Advice to Debit Account (ADA) after completion and acceptance of each milestone per Terms of Reference. All payments are subject to applicable withholding taxes.</p>
19	No further instructions.
20	If the consultant is a Joint Venture, all partners to the joint venture shall be jointly



	and severally liable to the Procuring Entity.
22	The effectiveness conditions are the following: a) Approval of the Contract by DENR; and b) Consultant's receipt of NTP
24	The time period shall be specified in the Terms of Reference.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of DENR.
38.1(d)	As specified in the Terms of Reference.
39.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served. Violators will 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.
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is Five Million(PhP5,000,000.00) .
52.2	No further instructions.
53.2	No further instructions.
53.4	None
53.5(a)	The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit issued by an entity acceptable to the agency and of an amount equivalent to the advance payment.
53.5(c)	Interest rate is zero.
55.6	No further instructions.



Section VI. Terms of Reference



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Instruction to Bidders: **Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".**

A. TERMS OF REFERENCE

TERMS OF REFERENCE

As of July 7, 2023

I. PROJECT TITLE

Procurement for the Development of Foreign-Assisted Projects Information System (FAPIS)

II. AGENCY

Foreign Assisted and Special Projects Service (FASPS) -
Department of Environment and Natural Resources - Central Office (DENR-CO)

III. PROJECT BRIEF

The Foreign-Assisted and Special Projects Service (FASPS) of the Department of Environment and Natural Resources (DENR) seeks external expertise to assist in the development of **Foreign-Assisted Projects Information System (FAPIS)**.

The **FAPIS** is web-based database information system to be developed using mature web technologies for fast and efficient record keeping and retrieval of basic information such as, but not limited to, project description, objectives, project proponent, implementing agency, funding source, project cost, location, duration, components, expected outputs/outcomes, and status/accomplishment/milestones of proposed, ongoing and completed projects. It enables users to record summary of all DENR project-related activities, especially as the project goes through its life cycle from conceptualization, development, execution, and finally, either to termination or possible extension. It generates project documents, and monitors and shares summaries of project updates, status or significant milestones through dashboards and pertinent reports patterned after the tracking forms that are submitted to the oversight agencies such as NEDA, COA, and Congress.

With an approved budget for the contract of FIVE MILLION PESOS (Php 5M), the project must be completed in 240 calendar days, with one-year warranty commencing from the date of full system deployment.

IV. BACKGROUND

The Foreign-Assisted and Special Projects Service (FASPS) of the Department of Environment and Natural Resources (DENR) oversees, coordinates, and facilitates the preparation, implementation and evaluation of the foreign-assisted and special projects (FASPs) within the realm of the environment and natural resources management sector.

FASPS is primarily the interface of the Philippine national government and partners (academe, local governments, non-government organizations, people's organizations, international organizations, and funding institutions) for resource generation and implementation of projects with foreign assistance for the sustainable conservation, management, and development of the environment and natural resources of the country. It envisions to become an agent of innovative change for sustainable practices in the



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environment and natural resources sector by leading in foreign-assisted and special projects’ development and resource generation, overseeing project management, and promoting institutional mainstreaming of learning and innovations.

As of September 2021, its portfolio stood at US\$ 436.83 M worth of projects, excluding locally funded special projects, which could not go beyond the Php 2 M ceiling each.

By law, that is, based on what is approved by the Department of Budget and Management (DBM), FASPS has the following organizational structure shown in Figure 1.

It has four divisions, each headed by a division chief (Salary Grade 24), who in turn are led by a director, and then an assistant secretary, an undersecretary, and finally, at the topmost, the department’s secretary.

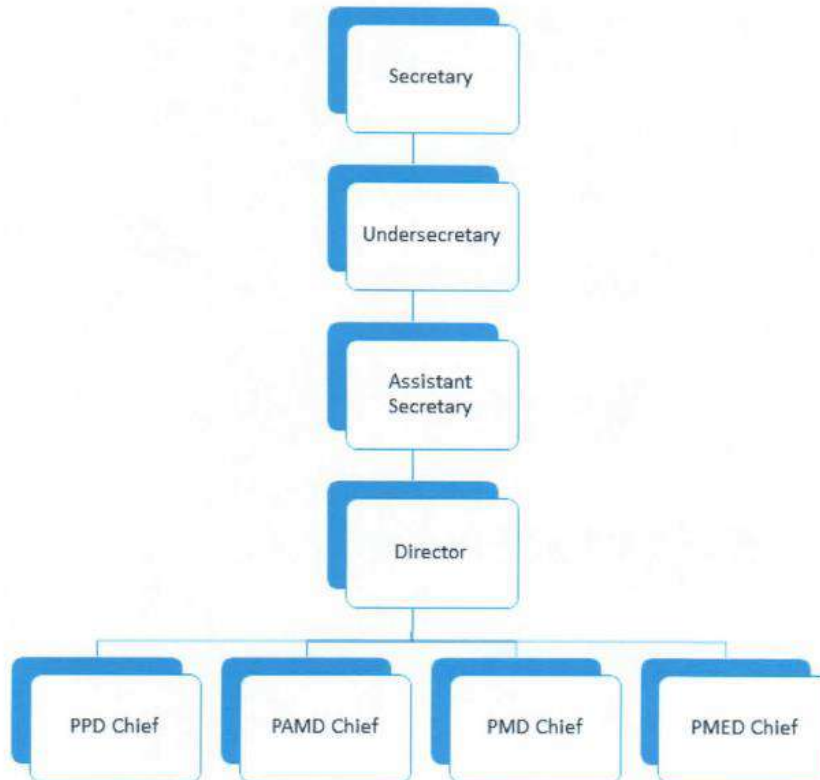


Figure 1. FASPS organizational structure

The structure follows closely the stages of a project management life cycle – project conceptualization and design, implementation, and monitoring and evaluation.

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Functions of FASPS Divisions

Project Preparation Division (PPD)

The PPD is responsible for the generation of program and project concepts and proposals.

- Provide inputs to the Philippine Development Plan (PDP)-based DENR Public Investment Program (PIP); and identify financing gaps, in coordination with the Planning and Policy Service (PPS), for Official Development Assistance (ODA);
- Provide guidelines to proponents for the development of program and project concepts and proposals;
- Lead in the development, packaging and evaluation of program and project proposals for foreign-assistance and local funding;
- Lead in the appraisal of project proposals for foreign funding with the participation of PMD and PAMD;
- Coordinate loan and grant negotiations with concerned government and development partners in processing investment projects for securing funding and technical assistance; and
- Facilitate compliance with the loan and grant effectiveness conditions for approved projects.

Project Management Division (PMD)

The PMD is responsible for overseeing the implementation of foreign-assisted and special projects, in partnership with the Project Accounts Management Division (PAMD).

- Participate in the appraisal of project proposals for foreign funding led by PPD;
- Facilitate project start-up activities of approved projects: a) setting-up of project management structures, b) project orientation and training of project implementers and partners, c) preparation and formalization of implementation arrangements, d) development of systems, procedures and manual of operations, and e) conduct of Inception Workshop;
- Conduct project progress monitoring and fulfills reportorial requirements;
- Provide guidance and technical assistance to Project Management Offices (PMOs) on the fiduciary requirements of donor agencies, procurement, contract administration, implementation guidelines and other requirements of oversight agencies;
- Coordinate activities of the various DENR operating units involved in the implementation of projects;
- Document lessons learned and good practices in project implementation;
- Equip PMOs with the necessary guidelines, systems and procedures on project management.
- Ensure the proper management of procured assets under the projects; and
- Ensure proper project closure in coordination with implementing units and development partners.

Project Monitoring and Evaluation Division (PMED)

The PMED is responsible for assessing results of projects in portfolios, based on the achievement of outcomes and their overall contribution to national and ENR sector

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priorities and targets. It establishes and operationalizes a FASPS evaluation system that is consistent with standards prescribed by oversight agencies, development partners, and the DENR. It documents and promotes mainstreaming of learning and innovations.

- Coordinate and facilitates the submission of the FASPs Portfolio Report (i.e., ODA projects and other grant-assisted projects) as prescribed by NEDA;
- Lead in the evaluation (i.e., mid-term, end-of-project and ex-post) of projects in terms of set evaluation criteria;
- Document, produce, and disseminate knowledge products containing innovative approaches (e.g., good practices) gained from FASPs implementation for possible mainstreaming as policies, future regular programs and projects, and improved systems and procedures; and
- Develop and maintain a knowledge management system for FASPs that will facilitate report generation and provision of feedback to PPD and other offices.

Project Accounts Management Division (PAMD)

The PAMD is responsible for the sound financial management of FASPs in accordance with the generally accepted government budgeting, accounting and auditing procedures consistent with loan and grant agreements of the funding institutions; and monitor the financial performance of each project.

- Participate in the appraisal of project proposals for foreign funding led by PPD;
- Develop Financial Management Systems and Procedures for FAPs to facilitate monitoring of financial progress and performance;
- Provides guidance and assistance to Project Management Offices (PMOs) and Project Implementing Units (PIUs) on sound financial management;
- Facilitate the opening of project working funds in accordance with the provisions of the loan and grant agreements;
- Review, recommend approval, and monitor Project Work and Financial Plans (WFPs) vis-à-vis budget allocation, funding mix, component and expense categories per loan or grant agreements including regular funds;
- Facilitate the timely release of project funds to PMOs and PIUs;
- Review and consolidate Statements of Expenditures (SOE), and prepare working fund reconciliation statement to support withdrawal applications for submission to the funding institutions;
- Coordinate with development partners, Bangko Sentral ng Pilipinas (BSP), Department of Finance (DOF), Bureau of Treasury (BTr), Department of Budget and Management (DBM), Landbank and others on the management of working fund;
- Provide assistance to PPD in the preparation of funding strategy and coordinate with the DBM to secure issuance of Forward Obligational Authority (FOA);
- Ensure proper booking of project property, plant and equipment;
- Reconcile financial accounts and ensure proper project closure in coordination with implementing units and development partners; and
- Facilitate compliance to audit requirements of the Commission on Audit (COA) and development partners.



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In reality, the flow of project information from one division to the next that handles the next stage of project development leaves much to be desired. For far too long, failure to harness the power of information and communication technology to connect the processes and sticking to the traditional method of recording and storing information have led to the siloing of information and stagnation of the knowledge base. As the project implementation progresses, the learnings, good practices, innovations and success stories – ideally, the crown jewels of project implementation – have been relegated to secondary importance in favor of the pressing need to record and report physical and financial performance or outputs, which, by the very nature of the method employed, is also inefficiently accomplished.

V. RATIONALE

FASPS is currently employing a hybrid of manual and low-to-moderate intensity computerized systems for storage, retrieval, and reporting of physical and financial records of foreign-assisted projects in its portfolio. As such, these activities take time and the information retrieved that is fed into time-critical decisions is usually not in the desired format and quality.

Seeing the fragmented structure of information or records of life stages of these projects and the discontinuity in an otherwise smooth information flow in the organization that have impeded efficient retrieval of timely, accurate, and reliable project information for management decisions, FASPS enrolled in the DENR's Information Systems Strategic Plan (ISSP) 2021-2023 the development of a unified information system that would record "whole-of-project transactions" and output a range of metrics that summarizes project performance into outcome indicators and significant milestones for meeting reportorial requirements in the short term, and for insights, analyses, and unique historical perspectives in the medium and long term. It considers the development of the Foreign-Assisted Projects Information System (FAPIS) as a response to the clarion call of various project stakeholders for quality project information and strengthened knowledge base in the ENR sector.

VI. OBJECTIVES

This project aims to develop a web-based database system of ENR (environment and natural resources) projects, both foreign and locally funded (including pipeline projects), and store multi-format evidences of project accomplishments, facilitates extraction of key physical and financial metrics required by established reporting procedures, provides alert mechanisms, and adapt to a wide range of characteristics of projects, donors, and funding types.

General Objective:

To develop an automated system to quickly create, manage and streamline the project cycle management processes.

Specific Objectives:

- To establish a platform that simplifies input and efficiently stores, manages, and retrieves project records;



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- To automate generation of project physical and financial progress reports and performance analytics and facilitate access to them;
- To provide reliable information about the projects including historical records that may provide relevant insights such as, but not limited to, memorandums, instructions, and bulletins on project implementation ;
- To set up alert mechanisms that inform stakeholders in advance of signs leading to project failure or bottlenecks, and other important project milestones;
- To enhance collaboration on building up project information, centralize the processing and consolidation of shareable data, and contribute to improving the knowledge base of project management.
- To establish a web-based facility for project knowledge management with strong emphasis on lessons learned, good practices, innovation, and success stories;
- To develop a management information system that supports operational, management, and decision-making functions.

VII. OPERATIONAL CONCEPT

The web-based Foreign-Assisted Project Information System (FAPIS) shall have the following features:

- a. Repository of Projects Data including Spatial data
- b. PCM Monitoring and Evaluation
- c. Management Dashboard for graphs and charts
- d. Map Dashboard
- e. Alert Mechanism (Email notification and SMS notification-ready)
- f. Automated Reporting System
- g. Knowledge Management
- h. System User Administration
- i. Decision Support Tool
- j. User-friendly Design
- k. Centralized Database
- l. RESTful API (or representational state transfer application programming interface: for future integration with external systems)
- m. Password Protected Access

VIII. SCOPE OF WORK

Transactions

A. REGISTRATION AND LOGIN SUBSYSTEM

- A.1. User registration
- A.2. Email verification
- A.3. User login
- A.4. Password
- A.5. reCaptcha

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.****(page 7 of 57)****B. PROJECT PREPARATION SUBSYSTEM**

B.1. Proposal Generation

B.1.1. Concept Proposal

B.1.1.1. Data Requirements

- Project Title
- Duration
- Sector
- Project Description
- Project Development Objectives
- Proponent
- Location
- Expected to Accomplish/ Output
- Activities planned within the project
- Project Management
- Budget

B.1.1.2. Documentary Requirements

- Concept Note
- Project Proposal
- Feasibility Study
- Gap analysis workshop Report
- Consultations Report
- Others

B.1.2. Project Proposal

B.1.2.1 Data Requirements

- Title
- Rationale
- Executing Agency (EA)
- Implementing Agency (if different from the EA)
- Sector/Sub-sector
- Project Coverage - Nationwide
 - Yes
 - No
- Project Locations (if not nationwide)
 - Region (s)
 - Province (s)
 - Municipalities
- Support Funding: With project preparation fund support? [Project Preparation Grant (PPG), Project Preparation Technical Assistance (PPTA), Government of the Philippines [GOP]]. If yes, upload the following:
 - For PPG and PPTA - signed agreements
 - Direct payment - indicate amount and upload signed agreement only or letter/any form of documentation from development partner/s
 - Fund to be downloaded to DENR and other GOP agencies - indicate amount and upload an approved Work and Financial Plan



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- For GOP - approved Work and Financial Plan (FAPs Support Fund), indicate the amount
- Beneficiaries (if applicable)
 - Organization
 - Name of Organization
 - Address
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Other details (Block, Lot, Street, Village or Subdivision)
 - NGOs
 - NGO Name
 - Address
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Other details (Block, Lot, Street, Village or Subdivision)
 - LGU
 - Province
 - Municipality
 - City
 - Chartered City
 - Barangay
- Additional information required for LGU beneficiary:
 - Province
 - Region
 - Province
 - Municipality / City
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Region
 - Province
 - Municipality / City
 - Barangay
- Others
 - Objectives
 - Description
 - Components/Outputs (with cost)



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- Sub-Components (if applicable)
- Activities
 - Target quantity
 - Unit of measure
- Project Indicative Cost (yearly breakdown)
 - Total Cost
 - Forex
 - Local
 - Total Cost
 - Loan
 - Grant
 - GoP
 - Co-financing
- Implementation Schedule
 - Target Start Date
 - Target Completion Date

B.1.2.2 Documentary Requirements (once all documents are uploaded, next stage will be triggered)

- Updated Concept Note
- Updated Project Proposal
- Updated Feasibility Study
- Updated Gap analysis workshop Report
- Updated Consultations Report
- Others

B.2. Proposal Evaluation

B.2.1. Foreign-assisted Project Proposals

- View, Download and Review
- Uploading of Review Documents
- Evaluation Status
 - Evaluated
 - Initial Evaluation
 - Midterm Evaluation
 - Final Evaluation (Proceed to B.2.3)
 - For Compliance (for updating project proposal details or re uploading of proposal documentary requirements; B.1.2)

B.2.2. Special Projects Proposals

- View, Download and Review
- Uploading Review Documents
- Evaluation Status
 - Evaluated
 - Initial Screening
 - Project Screen Group (PSG) Evaluation (Proceed to Level 4)
 - For Compliance (for updating project proposal details or re uploading of proposal documentary requirements; B.1.2)
 - Recommended for Disapproval



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- B.2.3. Packaging of Proposal Final Version (once all documents are uploaded, next stage will be triggered)
- Data and Documentary Requirements Amendments (same form for B.1.2)
 - Endorsed to NEDA
 - Upload Endorsement Letter to NEDA
 - Date
 - Re-Endorsed to NEDA
 - Upload Endorsement Letter to NEDA
 - Date

B.3. Proposal Review and Approval

B.3.1. Proposal Reviewed

- Upload Evaluation Report from NEDA
- Date

B.3.2. Revised Proposal (Returned to B.2.3)

B.3.3. Approved by NEDA

- Requests/Endorsement of project documents/grant/loan agreements to oversight agencies (NEDA, DFA & DOF)
- Upload DENR signed SPA Request to DOF
- Date

B.4. Project Approval

B.4.1. Documentary Requirements (Uploading of of at least one document, B.4 tag will be triggered)

- Special Presidential Authority (SPA) issued
- Signed Agreement/Document
- DENR Secretary's approval for Special Projects

B.4.2. Data Requirements

- Date Signed / Approved (once all documents are uploaded, next stage will be triggered)

B.5. Project Turn-Over and Acceptance

B.5.1. Documentary Requirements

- Internal Memorandum issued to FASPS-PMD
 - With all pertinent project documents, communications and approved/signed implementation instrument/ProDoc to FASPS-PMD

B.5.2. Actions

- PPD turn-over to PMD (indicate date)
- PMD to return to PPD
 - Remarks
 - Documents or Memo
- PPD to comply the remarks and observations
- PMD - Acceptance (indicate date) (once all documents are uploaded, the Project/Program to be tagged as ONGOING. Data entry will be locked for PPD staff but accessible. But the data encoding and updating shall be authorized for PMD)



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C. PROJECT MANAGEMENT SUBSYSTEM

C.1. Project Start-Up Preparation (checklist for project readiness – digital checklist generation)

C.1.1. Data Requirements:

- Name of Project
- Project readiness checklist (e.g. SO, contracts, Operations Manual, Inception Report, MOU/MOA, project launch, PIP, Procurement Plan, WFP, enhanced logical framework)
- Status of each item
- Date signed/approved

C.1.2. Mobilization

C.1.2.1. Management Structure Formulation

C.1.2.1.1. Documentary Requirements

- Special Order prepared/endorsed by Bureaus to FASPS
- SO reviewed and endorsed by FASPS to DENR CO
- SO approved and signed by the DENR Secretary
- Upload signed SO in the database

NOTE: Register PMO users to the system.

C.1.2.2. Loan / Grant Investment Project Personnel / Consulting Services Recruitment

C.1.2.2.1. Data Requirements

- Name
- Position
- Type of Consultancy
- Duration (date from and date to)
- Monthly Rate
- Total Contract Cost (for Consulting Services)

C.1.2.2.2. Documentary Requirements

- Terms of Reference and contract prepared by PMU/Bureaus
- Review and provide inputs to the TOR
- Secure copy of the signed Contracts
- Upload signed Contracts (including TOR) in the database (all, also includes contracts of COS or GOP funded)

C.1.2.3. Goods Procurement

C.1.2.3.1. Documentary Requirements

- Terms of Reference and procurement-related documents prepared and posted for bidding by PMU/Bureaus (Note: procurement done by Procuring Entity)
- Review and provide inputs to the TOR and procurement-related documents
- Secure copy of approved TOR and procurement-related documents
- Secure copy of signed Contracts
- Upload signed Contracts in the database



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C.1.3. Inception

C.1.3.1. Inception Workshop (dates and remarks in all activities listed below)

C.1.3.2. Documentary Requirements

- Inception Report prepared by PMU / Bureau
- Review and provide inputs to the Inception report
- Secure copy of final Inception Report
- Upload copy of final Inception Report in the database

C.1.3.2. Project Launch conducted by PMU/Bureau with FASPS (dates and remarks in all activities listed below)

C.1.2.2.1. Documentary Requirements

- Activity design prepared by PMU/Bureau
- Review and provide inputs to the activity design
- PMU/Bureau to prepare documentation report
- Review and provide inputs to the documentation report
- Secure copy of the final documentation report
- Upload copy of the documentation report in the database

C.1.3.3. Project Orientation conducted by PMU/Bureau with FASPS (dates and remarks in all activities listed below)

C.1.3.3.1 Documentary Requirements

- Activity design prepared by PMU/Bureau
- Review and provide inputs to the activity design
- PMU/Bureau to prepare documentation report
- Review and provide inputs to the documentation report
- Secure copy of the final documentation report
- Upload copy of the documentation report in the database

C.1.3.4. Organizational Collaboration with NGAs/ NGOs (dates and remarks in all activities listed below)

C.1.3.4. Documentary Requirements

- Draft MOU/MOA prepared by PMU/Bureau
- MOU/MOA reviewed and endorsed for signing
- Secure copy of the signed MOU/MOA
- Upload copy of the signed MOU/MOA

C.1.3.5. Operations Manual Preparation by PMU/Bureau with FASPS

C.1.3.5.1. Documentary Requirements

- Results-Based Monitoring and Evaluation (RBME)
- Admin/HR/Contract Administration Manual
- Financial Management
- Learning and Development Plan
- Communication Material
- Procurement Manual
- Draft Operations Manual prepared by PMU/Bureau
- Review and provide inputs to the draft Operations Manual
- Secure copy of the final Operations Manual
- Upload copy of the final Operations Manual in the database



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C.1.3.6. Personnel Capacity Building

C.1.3.6.1. Documentary Requirements

- Activity design prepared by PMU/Bureau
- Review and provide inputs to the activity design
- PMU/Bureau to prepare documentation report
- Review and provide inputs to the documentation report
- Secure copy of the final documentation report
- Upload copy of the documentation report in the database

C.1.4. Project Operations Planning

C.1.4.1. Project Document and Logical Framework Review by PMU/PCU/Bureau with FASPS

C.1.4.1.1. Documentary Requirements

- PMU/PCU/Bureau to convene concerned Implementing Units and commissioned TA of the DP
- Review and agree on necessary adjustments/enhancement in the logical framework for confirmation by the Development Partner
- Secure copy of the final/confirmed logical framework
- Upload copy of final/confirmed logical framework

C.1.4.2. Project Implementation Plan and Procurement Planning

C.1.4.2.1. Documentary Requirements

- PIP and Procurement Plan prepared by PMU/Bureau
- Review and provide inputs to the PIP and Procurement Plan
- Endorse the Procurement Plan to Supervising USec and DP (only for projects under DENR Central financial administration)
- Secure copy of the final PIP and approved Procurement Plan
- Upload copy of final PIP and approved Procurement Plan

C.1.4.3. Work and Financial Planning

C.1.4.3.1. Documentary Requirements

- Work and Financial Plan prepared by PMU/PCU/Bureau
- Review and provide inputs to the WFP
- Endorse the WFP to Supervising USec (only for projects under DENR Central financial administration)
- Secure copy of the approved WFP
- Upload copy of approved WFP

Note: For items with Action Tracking Form (ATF) preparation, this form will be digitally generated and centralized in the database.

C.1.4.4. Data Requirements

- Project Title
- Name of meeting/activity
- Date of meeting/activity
- Issues/concerns
- Agreements/agreed actions
- Responsible Office/Person



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- Status/Updates (indicate date)

C.2. Project Steering

C.2.1. Project Steering Committee

C.2.1.1. Documentary Requirements

- CSW for PSC meeting prepared by FASPS and endorsed to Supervising USec/ PSC Chairperson
- FASPS to document PSC meeting including agreed actions
- FASPS to prepare MOM and furnish copy to PSC members
- Upload minutes of meeting in the database
- Prepare ATF (monthly) and provide updates to FASPS Director (digitally generated)

C.2.2. TWG / Interagency/ PMU Meetings

C.2.2.1. Documentary Requirements

- Participate in the TWG/Interagency/PMU meetings
- Prepare highlights of TWG/Interagency/PMU meetings and submit to FASPS Director
- Upload copy of highlights of TWG/Interagency/PMU meetings in the database
- Prepare ATF (monthly) and provide updates to FASPS Director (digitally generated)

C.3. Project Extension/Restructuring

C.3.1. Loan Projects

C.3.1.1. Documentary Requirements

- Project Extension Proposal prepared by PMU
- Project Extension Proposal reviewed by FASPS and endorsed to Supervising Undersecretary
- Project Extension Proposal signed by Supervising Undersecretary and endorsed to NEDA
- Additional supporting documents provided and project proposal revised by PMU (as needed)
- Proposal deliberated and approved by the ICC/NEDA Board
- Proposal endorsed to DOF for further review and approval
- Proposal endorsed by DOF to the DP
- Proposal approved by DP
- Secure copy of the approved project extension letter
- Upload copy of the approved project extension letter in the database

C.3.2. Grant Projects

C.3.2.1. Documentary Requirements

- Project Extension Proposal/Letter prepared by PMU/PCU/Bureau
- Proposal reviewed and endorsed by FASPS to Supervising Undersecretary
- Proposal approved and signed by Supervising Undersecretary and endorsed to DP
- Proposal approved by DP
- Secure copy of the approved project extension letter
- Upload copy of the approved project extension letter in the database



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Note: To attach the actual electronic copy of document and date of approval or prepared

C.4. Project Progress Monitoring (Entry of score card by performance indicator, result and output indicator (digitally generated))

C.4.1. Project Managers' Regular Meeting

C.4.1.1. Documentary Requirements

- Notice of Meeting prepared by Proj. Officer
- NOM signed by FASPS Director and transmitted to concerned projects
- Meeting documented, highlights prepared and transmitted to concerned projects
- Upload MOM in the database
- Prepare ATF (monthly) and provide updates to FASPS Director

C.4.2. Project Field Validation of PMO Quarterly Progress Report

C.4.2.1. Documentary Requirements

- Activity design (monitoring matrix and interview guide), preparatory documents (i.e. TO) prepared
- Field monitoring report prepared and copy provided to FASPS Director and concerned projects
- Upload field monitoring report in the database
- Prepare ATF (monthly) and provide updates to FASPS Director

C.4.3. Quarterly Status Report Preparation

C.4.3.1. Documentary Requirements

- Individual PSR and action memorandum prepared by Project Officer and submitted to FASPS Director
- Copy of individual PSR transmitted to concerned projects
- Upload individual PSR in the database
- Consolidated PSR (matrix) of all FASPs prepared and submitted to Supervising Undersecretary
- Upload consolidated PSR (matrix) in the database

C.4.4. Year End Performance Review

C.4.4.1. Documentary Requirements

- Activity design prepared by FASPS
- Activity design endorsed to FASPS Director
- Activity design endorsed to Supervising USec
- Activity design and SO approved by Undersecretary for HR
- Activity documented, proceedings prepared
- Upload proceedings in the database
- Prepare ATF and provide updates to FASPS Director

C.4.5. Review Mission Participation

C.4.5.1. Documentary Requirements

- Aide Memoire/ Minutes of Discussion prepared by DP
- Review and provide inputs to Aide Memoire/MOD and endorse to Supervising USec for signature
- Upload signed Aide Memoire/MOD in the database



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- Prepare ATF and provide updates to FASPS Director/Supervising USec

For NEDA ODA, COA ODA and Data Capture Forms, as prescribed by oversight agencies, these information should be digitally generated by the system:

C.4.6. NEDA ODA Portfolio Review

C.4.6.1. Documentary Requirements

- NEDA ODA Forms prepared by PMU
- Review and provide inputs to the NEDA ODA forms
- Revised NEDA ODA Forms signed and endorsed to FASPS
- Upload NEDA ODA forms in the database

C.4.7. Alert Mechanism Reporting (for red-alert projects)

C.4.7.1. Documentary Requirements

- Data capture forms prepared by PMU
- Review and provide inputs to the data capture forms
- Endorse data capture forms to NEDA
- Upload data capture forms in the database

C.4.8. COA ODA Portfolio Review

C.4.8.1. Documentary Requirements

- COA ODA Forms prepared by FASPS
- COA ODA Forms signed by FASPS Director and endorsed to COA
- Upload COA ODA forms in the database

C.4.9. Project Mid-term Implementation Review

C.4.9.1. Documentary Requirements

- Mid-term review report prepared by DP
- Review and provide inputs to mid-term report
- Secure copy of the final mid-term review report
- Upload copy of the final mid-term review report in the database
- Prepare ATF and provide updates to FASPS Director/Supervising USec

C.4.10. Contract Monitoring (FTF-4 information should also be digitally generated by the system)

Note: The existing FTF-4 is proposed to be enhanced to capture performance indicators for quantity, quality and timeliness.

C.4.10.1 Data Requirements (FTF-4A)

- Name of the project
- Contract name
- Name consultant/contractor
- Contract amount and duration
- Deliverables (details as indicated in the Contract for the contract duration)
- Scheduled date of submission of deliverables (original, revised, actual)
 - First draft/submission and date
 - Nth draft/submission and date

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- Final draft/submission and date
- Status of payment (allotted, paid, balance)
- Progress of work (% acc)
- Assessment (quality and quantity rating)
- Remarks
- Recommendation from FASPS

C.4.1.2. Documentary Requirements

- Consultant deliverables endorsed by PMU/PCU/Bureau
- Consultant deliverables reviewed by Project Officer and FTF-4 prepared
- Deliverables including FTF-4 endorsed to FASPS-PAMD
- Request for payment endorsed/approved by FASPS Director
- Upload signed FTF-4 and digital copy of consultant deliverables in the database

C.4.11. Asset Monitoring

C.4.11.1. Data Requirements

- Description of item
- Property no.
- Unit measure and value
- Quantity per property card
- Quantity per physical count
- Shortage/overage
- Remarks
- End-user (Property Acknowledgement Receipt/Inventory Custodian Slip)
- Condition of the asset (functional/not functional)
- Intended use for the project (Y/N)

C.4.11.2. Documentary Requirements

- Asset Monitoring Report (to be generated digitally by the system)

C.4.12. Procurement Monitoring

C.4.12.1. Data Requirements

- Procurement mode
- Procurement activities/milestones (to be provided by procurement focal person)
- Date started/Date end for each activity/milestone
- Status/remarks
- Procurement Status Report

C.4.12.2. Documentary Requirements (Consultancy firm)

- Posting/advertisement of bidding documents
- Short-listing
- Opening of technical proposal
- Opening of financial proposal
- Combined Technical and Financial Evaluation Report (CTFER)
- Issuance of NOA, Contract, NTP
- Procurement Status Report



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C.4.12.3. Documentary Requirements (Individual consultant)

- Posting/advertisement of REOI
- Submission of EOI and shortlisting
- Evaluation of CV
- Issuance of NOA, Contract, NTP
- Procurement Status Report

C.4.12.4. Documentary Requirements (Goods/ Infrastructure works)

- Procurement mode
- Procurement activities/milestones (to be provided by procurement focal person)
- Date started/Date end for each activity/milestone
- Status/remarks
- Procurement Status Report

C.4.12.5. Documentary Requirements (Public bidding)

- Posting/advertisement of bidding documents
- Pre-procurement conference (if needed)
- Pre-bid conference
- Submission of bidding documents
- TWG evaluation of bidding documents
- Issuance of NOA, Contract, NTP
- Procurement Status Report

C.4.12.6. Documentary Requirements (Shopping)

- Posting/advertisement of RFQ
- Submission of quotations
- TWG evaluation of quotations
- Issuance of NOA, Contract, NTP
- Procurement Status Report

C.4.13. Contract Monitoring

C.4.13.1. Data Requirements

- Bill of Quantities
- Statement of Work Accomplished
- Remarks
- Geotagged Photos using GeoCam
- Shapefiles
- Profile
 - Location (Region, Province, Municipality & Barangay)
 - Type of Contract
 - Project Cost
 - Modalities

C.5. Project Knowledge Management

Database/ Infobase Establishment/ Operation (for ongoing projects)

Note: The system should be able to generate information necessary for preparing the quarterly PSRs (i.e. S-curve, time elapsed, % physical and financial accomplishment, status of output indicators/milestones, issues/concerns, recommended actions (cumulative and current))

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.****(page 19 of 57)****C.5.1. Data Requirements**

- Project Title
- Short Project Title or Acronym
- Program / Project (classification)
- Implementation Period (no. of year)
- Start Date
- End Date + Project extension
- Actual Date of Implementation (with remarks)
- Basis for Implementation (NEP, GAA, MYOA, master plan/sector studies/procurement plan, RDC endorsed, agreements [Record of Discussions/Implementation Agreement], existing laws or regulation)
- Description
- Objective/s
- Components
- Outputs
- Type of Project (Loan/Grant/SP)
- Loan/ Grant Nos.
- Categorization (Tier 1 – Ongoing/ Tier 2 – New or Expanded/ Completed/ Dropped)
- Reclassification of Typology (Capital Investment/ Technical Assistance/ Relending of GFIs to LGUs and Target Beneficiary/ Three-Year Rolling Infrastructure (TRIP)/ Core Investment Program or Project (CIP)
- Sustainable Development Goals (indicate as many as applicable)
- Alignment to PDP result matrix indicators
- Sector
- Fund Source/s (National Government-Local/ National Government-ODA/ National Government-Grant/ GOCC or GFIs/ Private Sector)
- Name of Fund Source/s (e.g. KOICA, JICA, ADB)
- Total Project Cost (with yearly breakdown, if applicable)
- Loan Proceeds
- Grant Proceed
- GOP Counterpart (yearly breakdown – “Amount Included in the NEP” & “Amount Allocated in the Budget/GAA”)
- Co-Financing *
- Cash and in-kind contribution
- Implementing Agency
- Executing Agency with Attached agencies/Bureau and co-executing NGAs
- Project Preparation Document (Feasibility Study/ Business Case/ Project Proposal/ Concept Note)
- Project Manager/Coordinator (Duration - history)
- Project Management Consultant’s
- Project Organizational Structure
- Project Officer/s

Project site location (spatial coverage) categorized into 3: nationwide/ region specific/ interregional

- Nationwide
 - By Administrative Boundaries
 - Region
 - Province



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- Municipality
- District/ Barangay/ Sitio

By Project

- Sub-project

Plantation establishment

- Modality [Reforestation/ Agroforestry/ ANR/ Enrichment Planting/ etc.]
- Area Covered per modality per hectare
- Species Planted [Forest trees/ fruit trees/ others]
- Year Planted
- Average yield/harvest per year per modality
- Survival Rate
- Contract Cost
- Location
- Participants/beneficiaries
- Sex Disaggregated
- Source of Planting Materials [Procurement/ PO/ DENR contribution/ etc.]
- NCIP Clearances Acquired (CP/CNO)
- Land Tenure Instrument Type
- Carbon Sequestration Potential

Establishment of protected areas (e.g. marine protected areas (MPAs), OECM, EBSA...)

- Size Covered
- Previous/ existing uses
- Zoning & Delineation
 - Size of no-take zones (in % or sq.km)
 - Size of multiple use zone
 - Other zones
- Management type (LGU, local community, private)
- Legal basis

PES/ Resource Valuation

- Resource Valuation Studies
- Type of Ecosystem Services
 - Site
 - Method
 - User
 - Application/Institutionalization (e.g. applied in local plan/ policy)

Information, Education And Communication (Iec)

- Knowledge products developed.
- Project Communication Plan.
- Project Related Awareness Campaign (caravan, radio programs, etc.)
- IEC materials developed and disseminated (Listing volume/no. by type, target end users, etc.)
- Title
- Description
- Media (eg print, website, socmed)
- Intended users/ target audience



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- Launching/ orientation conducted

Infrastructure

- Type of infrastructure [FMR/ Bridge/ Pathways/ Trails/ Irrigation Pipeline/ Waste Facility, etc.]
- Contractor [LGU/ Private Company/ Local Community or PO/ etc.]
- Construction Period (number of calendar days)
- Start Date (Actual Start of Construction)
- End Date
- Service Scope/Area (Place)
- Year of Operation
- Measurement
- Area or Volume
- Length
- Width
- Irrigable area in hectare
- Existing Status
- Awarded Contract Cost
- Permit/ Clearances Acquired (ECC, Water Permit, CP/CNO, etc.)
- Beneficiaries or Hhs with access per type of infra
- Type of benefits derived

Livelihood/ enterprise development/ BDFE

- Type of Livelihood [Trading/ Catering/ etc.]
- Category (eg small scale)
- Participants/Members [Local community or PO/ HH/ etc]
- Sex Dis-Aggregated
- Percentage of women holding key position in the organization
- Benefits/compensation received
- PO/ Business registration/ Certification (e.g. CDA/DTI registration, permits)
- Basis (eg market study, feasibility study)
- Business Plan; member's sharing mechanism
- Products/services
- Average number of hours spent (total work burden) by sex
- Source of Capital [PO contributions/% of existing Contracts/ Grants received, LGU & NGO assistance, etc.]
- Start-Up Capital
- Start Date
- Income Generated
 - Estimated Gains/Loss (as of ___)
 - Savings as of ___
- Assets (eg equipment, infra, materials)
- Sustainability measures

Jobs Generation

- Job Title
- Employee Details (Name, Organization, etc.)
- Employment Details (Type, Start Date, End Date, Salary, Number of Man-Days, etc.)



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Gender and development

- Sex Dis-Aggregation [Age/ PWD/ etc.]
- Level of participation (check HGDG)
- HGDG Rating on PD and PIMME
- GAD related project issues

Capacity building

- Project Capacity Building Plan
- Type of Training Acquired
- Sponsored/Conducted by (Project, LGU, NGAs, etc.)
- Cost of Training Per Type per year or as of ____
- Participants per type of training
- Sex Disaggregated
- Age
- Educational background
- Other demographics
- Pre and post training assessment
- Intended results
- Project Assessment of Capacity Building Activities

Policy/guidelines development

- Policy Notes/Briefs/AO/ TB/ Guidelines
- Title
- Background/Description
- Policy Scope (in terms of geographic coverage, sector, target groups)
- Policy Recommendation
- Signatories
- Effectivity

Knowledge harvesting/ documentation (for ongoing projects)

- Note: Framework will still be developed that will capture several stages of project implementation i.e. from project mobilization to project closure

C.6. Project Closure (checklist for project closure)

C.6.1. Data Requirements:

- Project Title
- Project Closure checklist (a. technical - Exit strategy and Sustainability Plan, PPCR report, PCR; and b. administrative and financial - asset inventory report (and deployment plan), final audit report, closing of books, certificate of contract completion, recall SO of staff)
- Status of each item
- Date of submission

C.6.2. Technical

C.6.2.1. Documentary Requirements

- Project Exit and Sustainability Plan (in preparation for the Project Closure)
- PMU to prepare the Exit and Sustainability Plan
- FASPS to review and provide inputs to the Exit and Sustainability Plan
- FASPS to endorse final Exit and Sustainability Plan to Supervising USec



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- Secure copy of the final Exit and Sustainability Plan
- Upload copy of final Exit and Sustainability Plan

C.6.3. Pre-Project Completion Review (as input to the PCR)

C.6.3.1. Documentary Requirements

- Activity design prepared by PMU/Bureau
- Review and provide inputs to the activity design
- Participate to the Pre-Project Completion Review
- PMU/Bureau to prepare PPCR report
- Review and provide inputs to the PPCR report
- Secure copy of the final PPCR report
- Upload copy of the PPCR report in the database

C.6.4. Project Completion Report Preparation

C.6.4.1. Documentary Requirements

- PCR prepared by PMU
- PCR reviewed, PCSR and action memorandum prepared and endorsed by FASPS-PMD to FASPS Director
- PCR, PCSR and action memorandum endorsed to OUPPIA
- Action memorandum signed by Supervising Undersecretary
- Upload copy of PCR, PCSR and action memorandum in the database

C.6.5. Administrative and Financial

C.6.5.1. Documentary Requirements (please see PAM Subsystem)

C.6.6. Asset Inventory Report

C.6.6.1. Documentary Requirements

- Deployment plan
- Deed of donation

C.6.7. Project Final Audit (Inputs to Final Audit Report)

C.6.7.1. Documentary Requirements (For third party audit)

- TOR prepared by the PMU
- Review and provide inputs to the TOR
- Consultant/firm procured for the final audit by the PMU/Bureau
- Inputs provided on the draft Audit Report
- Final Audit Report submitted to FASPS Director
- Final Audit Report endorsed to the DP through the OUPPIA
- Upload copy of the final audit report including TOR

C.6.8. Closing of Contracts

C.6.8.1. Documentary Requirements

- PMU to prepare and endorse TA contract completion
- FASPS to review and recommend for signature of the TA contract completion by the Supervising USec
- Upload copy of signed certificate of contract completion in the database

C.6.9. Transfer/ Termination of Project Personnel

C.6.9.1. Documentary Requirements



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- PMU to prepare recall SO of project personnel
- Secure copy of the signed recall SO
- Upload copy of signed recall SO

C.7. Project Closing Event

C.7.1. Documentary Requirements

- Activity design prepared by PMU/Bureau
- Review and provide inputs to the activity design
- PMU/Bureau to prepare documentation report
- Review and provide inputs to the documentation report
- Secure copy of the final documentation report
- Upload copy of the documentation report in the database

D. PROJECT ACCOUNTS MANAGEMENT SUBSYSTEM

D.1. Establishment of Working Fund Operation

D.1.1. Data Requirements

- Date Requested
- Status of Working Fund Operation
 - Completed
 - Approved
- Remarks (by PAMD)
- Timeline (Daily, Weekly, Monthly)

D.1.2. Request for BTr for opening of Working Fund/Special Account

D.1.2.1. Documentary Requirement

- Signed Loan/Grant agreement //from PPD
- Form BTR
- Authorized signatories
- Working Fund Account Number with BSP

D.1.3. Request for financing institution/donor for initial deposit/advances

D.1.3.1. Documentary Requirement

- Working Fund/Special Account of the project
- Donor's proforma withdrawal application form //from Donor agency

D.1.4. Request for the opening of Project Accounts with LBP

D.1.4.1 Documentary Requirement

- Signed LBP signature card //from Landbank
- FASPS/OSEC (Mother Account No.)
- NPCO/CPMO (Account No.)
- Field Implementing Units (RO & PENRO Account No.)

D.2. Budget Management

D.2.1. Source of Funds

- Loan with GOP counterpart
- Loan & Grant with GOP counterpart
- Grant with GOP counterpart
- Project Preparation Grant
- Technical Assistance Grant
- Locally funded



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- FASPS Fund (by Division)

D.2.2. Annual Budget Proposal (WFP and APP)

D.2.2.1. Documentary Requirements

- DBM BP Forms showing target and budget by quarter, by component, activity and UACS, Project Category (e.g equipment, natural resources management (refo. agro)) //data requirements with underline, from FMIS

D.2.2.2. Users

- Project Field Implementing Units (PFIUs)
- Regional Project Coordinating Offices (RPCOs)
- National Project Coordinating Office (NPCO)
- System consolidation for management approval for consideration in the overall department budget proposal

//data from FMIS

D.2.3. Reprogramming/Finalization of WFP and APP

D.2.3.1. Documentary Requirements

- DBM BED Forms showing target and budget by quarter, by component, activity and UACS

D.2.3.2. Users

- PFIUs
- RPCOs
- NPCO

System consolidation for management approval for budget implementation

D.2.3.3. Data Requirement

- Amount
- Date
- Status

D.2.4. Recording and uploading of pdf copy/ies of SARO

D.2.5. Downloading of Allotment (SAA) by UACS. PDF file of approved SAA to be downloaded to the system for viewing of respective units

D.2.5.1. Data Requirement

- Amount
- Date
- Status

D.2.5.2. Users

- PFIUs
- RPCOs
- NPCO



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D.2.6. WFP Revision/Realignment of Allotment

D.2.6.1. Data Requirement

- Amount
- Date
- Status

D.2.7. Project Implementation (respective offices/units)

D.2.7.1 Data Requirement

- Obligation tagged from WFP (by activity/ component/ category/ ORS Number)

D.2.8. Financial Reports

D.2.8.1. Documentary Requirements

- Statement of Allotment, Obligation and Disbursement
- Real time status of budget utilization (thru dashboard)
- WFP based progress reports

//for Dashboard >> Project, Component, Cost Category (Allotment, Obligation, Disbursements)

D.3. Monitoring of Commitment Fee (cost category)

D.3.1. Data Requirements

- Donor / BTR
- Project
- Commitment Fee
- Date

D.4. Fund Management

D.4.1. Recording of receipt of Funds by FASPS

D.4.1.1. Documentary Requirements

- Uploading of copy of NCA &NCAA
- LP and Grant - BTr certification, NCA and NCAA (LP)
- GOP Counterpart - NCA (GOP)
- Funds Transfer (LP & Grant - FC No.) & (GOP - NTA No.) to
 - PFIUs
 - RPCOs
 - NPCO

D.4.2. Disbursement (respective offices/units)

D.4.2.1. Documentary Requirements

- DV Number
- Check Number and LP and Grant amount
- ADA Number and GOP amount

D.4.3. Financial Reports

D.4.3.1. Documentary Requirements

- Statement of Expenditures
- Real time status of fund utilization (thru dashboard)
- WFP based progress report



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For Loan/Grant projects/Special projects with PMO report generation is through the system.

For special projects thru MOA with OGAs, PMD and PAMD shall encode/upload data for physical and financial respectively.

For project preparation grant (with funds released to DENR), the PAMD and PPD shall handle report gathering and inputting to the system (financial and physical respectively)

- Special purpose COA reports
- Status of Funding Checks (This should show how much was received, how much was disbursed and the balance available) by PIUs

D.4.4. FASPS Fund

D.4.4.1. Data Requirements

- Budget Allocation (Amount)
- Budget Utilization (Amount)
 - Yearly
 - Quarterly
 - Weekly
 - Daily

D.4.4.2. Budget Disbursement (Amount)

D.4.4.3. Data Requirements

- Yearly
- Quarterly
- Weekly
- Daily
- Dates
- Status
- UACS

D.4.4.3. Documentary Requirements

- WFP

E. PROJECT MONITORING AND EVALUATION SUBSYSTEM

E.1. Project Midterm Evaluation (MTE)

E.1.1. Selection of Projects for MTE

E.1.1.1. Data Requirements

- Title
- Implementation Schedule
 - Start Date
 - End Date
- Duration (in months?) of each project (calculated)
- Sector
- Fund Source
- Fund Type
- Project Cost
- Thematic areas of intervention



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- Number of projects by sector (calculated total)
- Number of projects in each thematic area of intervention (calculated total)
- Number of projects for midterm evaluation (calculated total)

E.1.1.2. Documentary Requirements

- Project Factsheet
- Evaluation Roadmap
- FASPS Operations Manual

E.1.1.3. Functions

- Query (Dashboard showing statistics or infographics about the projects six months before midterm)
- Sort (e.g. by funding source, by year, by theme, by project cost, by project type, by sector, etc.) and Aggregate)
- Generate report

E.1.2. Review of Relevant Documents for MTE

E.1.2.1. Data Requirements

- Project profile
 - Project title, cost, funding sources, etc. (see template)
- Project Status
 - Time elapsed, financial performance, physical accomplishment, Weighted average performance, etc. (see template)

E.1.2.2. Documentary Requirements (from PMD/PAMD/PPD)

- Quarterly Project Status Report
- Annual Report
- LogFrame Document
- Project Operations Plan
- Project Administration Document
- Project Appraisal Document
- Project Implementation Document
- ODA Reports
- Results of Supervision Mission or equivalent Docs
- Audit Report
- Geotagged Photos

E.1.3. Preparation of Project Evaluation Design

E.1.3.1. Data Requirements

- Beneficiaries (if applicable)
 - Organization (NGOs / PO)
 - Name of Organization
 - Name of Head of Organization
 - Designation of head
 - Sex (Male or Female)
 - Tenure
 - Year Start
 - Year End

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- Date registered
- Type of registration (CDA, SEC, DOLE, Others)
- Nature of Organization (Profit, non-profit, others)
- Current number of Officers by Sex
 - Male
 - Female
- Current number of members by Sex
 - Male
 - Female
- Address
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Other details (Block, Lot, Street, Village or Subdivision)
- Contact number
 - Office
 - Focal Person/In-charge
- Status (Active/Inactive)

- Household
 - Households
 - Size
 - Sex (Male or Female)
- Individual
 - Sex (Male or Female)
 - LGU
 - Province
 - Municipality
 - City
 - Chartered City
 - Barangay
 - Contact number
 - Office
 - Focal Person/In-charge

- Academe
 - Name of Academe
 - Address
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Other details (Block, Lot, Street, Village or Subdivision)
 - Contact number
 - Office
 - Focal Person/In-charge



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- E.1.3.2. Documentary Requirements
 - Project Evaluation Design Template
 - Approved Project Evaluation Design
- E.1.4. Uploading of Final Questionnaire Forms
 - E.1.4.1. Documentary Requirements
 - Questionnaires/Interview Questions
 - Design database of result
- E.1.5. Conduct of Field Work/Survey (limit access to PMED)
 - E.1.5.1. Data Requirements
 - Profile of Beneficiaries
 - Project ID, Name of PO, Name of persons, etc.
 - Sampled Respondents
 - Geotagged photographs
 - E.1.5.2. Documentary Requirements
 - Questionnaires
- E.1.6. Preparation of Field Work Report
 - E.1.6.1. Data Requirements
 - User ID
 - Travel Report
 - Date of Field Work (Duration)
 - Team member
 - Location
 - Project Title
 - Geotagged photos
 - Major Observations
 - Recommended Actions
 - Action Required
 - E.1.6.2. Documentary Requirements
 - Travel Report Template
- E.1.7. Processing of Data Gathered
 - E.1.7.1. Data Requirements
 - Profile of Beneficiaries
- E.1.8. Analysis of Data
 - E.1.8.1. Documentary Requirements
 - Approved Project Evaluation Design
 - Geotagged photos with captions, maps, etc.
 - Statistical Report (in .xlsx or .csv)
- E.1.9. Preparation of MTE Report
 - E.1.9.1. Documentary Requirements
 - Evaluation Report Template
 - DENR Manual of Styles
 - Complete Staff Work (CSW)
 - MTE Report



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E.1.10. Submission of MTE Report

E.1.10.1. Documentary Requirements

- DENR Manual of Styles
- Covering Memo
- Complete Staff Work (CSW)
- MTE Report

E.2. Project End-Term Evaluation (ETE)

E.2.1. Selection of Projects for ETE

E.2.1.1. Data Requirements

- Title
- Implementation Schedule
 - Start Date
 - End Date
- Duration (in months?) of each project (calculated)
- Sector
- Fund Source
- Fund Type
- Project Cost
- Thematic areas of intervention
- Number of projects by sector (calculated total)
- Number of projects in each thematic area of intervention (calculated total)
- Number of projects for midterm evaluation (calculated total)

E.2.1.2. Documentary Requirements

- Project Factsheet
- Evaluation Roadmap
- FASPS Operations Manual

E.2.1.3. Functions

- Query (Dashboard showing statistics or infographics about the projects 12 months before end term,
- Sort (e.g. by funding source, by year, by theme, by project cost, by project type, by sector, etc.) and Aggregate)
- Generate report

E.2.2. Review of Relevant Documents for ETE

E.2.2.1. Data requirement

- Project profile
 - Project title, cost, funding sources, etc. (see template)
- Project Status
 - Time elapsed, financial performance, physical accomplishment, Weighted average performance, etc. (see template)

E.2.2.2. Documents Requirements

- Quarterly Project Status Report
- Annual Report
- LogFrame Document



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- Project Operations Plan
- Project Administration Document
- Project Appraisal Document
- Project Implementation Document
- ODA Reports
- Results of Supervision Mission or equivalent Docs
- Audit Report
- Geotagged Photos

E.2.3. Preparation of Project Evaluation Design

E.2.3.1. Data Requirements

- Beneficiaries (if applicable)
 - Organization (NGOs / PO)
 - Name of Organization
 - Name of Head of Organization
 - Designation of head
 - Sex (Male or Female)
 - Tenure
 - Year Start
 - Year End
 - Date registered
 - Type of registration (CDA, SEC, DOLE, Others)
 - Nature of Organization (Profit, non-profit, others)
 - Current number of Officers by Sex
 - Male
 - Female
 - Current number of members by Sex
 - Male
 - Female
 - Address
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Other details (Block, Lot, Street, Village or Subdivision)
 - Contact number
 - Office
 - Focal Person/In-charge
 - Status (Active/Inactive)
 - Household
 - Households
 - Size
 - Sex (Male or Female)
 - Individual
 - Sex (Male or Female)
 - LGU

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- Province
- Municipality
- City
- Chartered City
- Barangay
- Contact number
 - Office
 - Focal Person/In-charge
- Academe
 - Name of Academe
 - Address
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Other details (Block, Lot, Street, Village or Subdivision)
 - Contact number
 - Office
 - Focal Person/In-charge

E.2.3.2. Documentary Requirements

- Project Evaluation Design Template
- Approved Project Evaluation Design

E.2.4. Uploading of Final Questionnaire Forms

E.2.3.2.1. Documentary Requirements

- Questionnaires/Interview Questions
- Database Design of Result

E.2.5. Conduct of Field Work/Survey (limit access to PMED)

E.2.5.1. Data Requirements

- Profile of Beneficiaries
 - Project ID, Name of PO, Name of persons, etc.
 - Sampled Respondents
- Geotagged photographs

E.2.5.2. Documentary Requirements

- Questionnaires

E.2.6. Preparation of Field Work Report

E.2.6.1. Data Requirements

- Geotagged photos
- Action Required

E.2.6.2. Documentary Requirements

- Travel Report Template
- User ID
- Travel Report



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- Date of Field Work (Duration)
- Team member
- Location
- Project Title
- Major Observations
- Recommended Actions

E.2.7. Processing of Data Gathered

E.2.7.1. Data Requirements

- Profile of Beneficiaries

E.2.8. Analysis of Data

E.2.8.1. Data Requirements

- Geotagged photos with captions, maps, etc.
- Statistical Report (EXCEL Form)

E.2.8.2. Documentary Requirements

- Approved Project Evaluation Design

E.2.9. Preparation of ETE Report

E.2.9.1. Documentary Requirements

- Evaluation Report Template
- DENR Manual of Styles
- Complete Staff Work (CSW)
- ETE Report

E.2.10. Submission of ETE Report

E.2.10.1. Documentary Requirements

- DENR Manual of Styles
- Covering Memo
- Complete Staff Work (CSW)
- ETE Report

E.3. Project Ex-Post Evaluation (Epe)

E.3.1. Selection of Projects for Ex-Post Evaluation

E.3.1.1. Data Requirements

- Title
- Implementation Schedule
 - Start Date
 - End Date
- Duration (in months?) of each project (calculated)
- Sector
- Fund Source
- Fund Type
- Project Cost
- Thematic areas of intervention
- Number of projects by sector (calculated total)
- Number of projects in each thematic area of intervention (calculated total)
- Number of projects for midterm evaluation (calculated total)



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E.3.1.2. Documentary Requirements

- Project Factsheet
- Evaluation Roadmap
- FASPS Operations Manual

E.3.1.3. Functions

- Query (Dashboard showing statistics or infographics about the projects 3 years after the completion of the project)
- Sort (e.g. by funding source, by year, by theme, by project cost, by project type, by sector, etc.) and Aggregate)
- Generate report

E.3.2. Review of Relevant Documents for EPE

E.3.2.1. Data Requirements

- Project profile
 - Project title, cost, funding sources, etc. (see template)
- Project Status
 - Time elapsed, financial performance, physical accomplishment, Weighted average performance, etc. (see template)

E.3.2.2. Documentary Requirements

- Quarterly Project Status Report
- Annual Report
- LogFrame Document
- Project Operations Plan
- Project Administration Document
- Project Appraisal Document
- Project Implementation Document
- ODA Reports
- Results of Supervision Mission or equivalent Docs
- Audit Report
- Geotagged Photos

E.3.3. Preparation of Project Evaluation Design

E.3.3.1. Data Requirements

- Beneficiaries (if applicable)
 - Organization (NGOs / PO)
 - Name of Organization
 - Name of Head of Organization
 - Designation of head
 - Sex (Male or Female)
 - Tenure
 - Year Start
 - Year End
 - Date registered
 - Type of registration (CDA, SEC, DOLE, Others)
 - Nature of Organization (Profit, non-profit, others)
 - Current number of Officers by Sex
 - Male

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- Female
 - Current number of members by Sex
 - Male
 - Female
 - Address
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Other details (Block, Lot, Street, Village or Subdivision)
 - Contact number
 - Office
 - Focal Person/In-charge
 - Status (Active/Inactive)
- Household
 - Households
 - Size
 - Sex (Male or Female)
 - Individual
 - Sex (Male or Female)
- LGU
 - Province
 - Municipality
 - City
 - Chartered City
 - Barangay
 - Contact number
 - Office
 - Focal Person/In-charge
- Academe
 - Name of Academe
 - Address
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Other details (Block, Lot, Street, Village or Subdivision)
 - Contact number
 - Office
 - Focal Person/In-charge

E.3.3.2. Documentary Requirements

- Project Evaluation Design Template



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- Approved Project Evaluation Design

E.3.4. Uploading of Final Questionnaire Forms

E.3.4.1. Documentary Requirement

- Questionnaires/Interview Questions
- Design database of result

E.3.5. Conduct of Field Work/Survey (limit access to PMED)

E.3.5.1. Data Requirements

- Profile of Beneficiaries
 - Project ID, Name of PO, Name of persons, etc.
 - Sampled Respondents
 - Geotagged photographs

E.3.5.2. Documentary Requirements

- Questionnaires

E.3.6. Preparation of Field Work Report

E.3.6.1. Data Requirements

- User ID
- Date of Field Work (Duration)
- Team member
- Location
- Project Title
- Geotagged photos
- Major Observations
- Recommended Actions
- Action Required

E.3.6.2. Documentary Requirement

- Travel Report Template
- Travel Report Submitted

E.3.7. Processing of Data Gathered

E.3.7.1. Data Requirements

- Profile of Beneficiaries

E.3.8. Analysis of Data

E.3.8.1. Data Requirements

- Geotagged photos with captions, maps, etc.
- Statistical Report (EXCEL Form)

E.3.8.2. Documentary Requirements

- Approved Project Evaluation Design

E.3.9. Preparation of EPE Report

E.3.8.3. Documentary Requirement

- Evaluation Report Template
- DENR Manual of Styles



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- Complete Staff Work (CSW)
- MTE Report

E.3.10. Submission of EPE Report

E.3.10.1. Documentary Requirements

- DENR Manual of Styles
- Covering Memo
- Complete Staff Work (CSW)
- EPE Report

E.4. External Consultant for EPE

E.4.1. Data Requirements

- Title
- Implementation Schedule
 - Start Date
 - End Date
- Duration (in months?) of each project (calculated)
- Sector
- Fund Source
- Fund Type
- Project Cost
- Thematic areas of intervention
- Number of projects by sector (calculated total)
- Number of projects in each thematic area of intervention (calculated total)
- Number of projects for midterm evaluation (calculated total)

E.4.2. Documentary Requirements

- Project Factsheet
- Evaluation Roadmap
- FASPS Operations Manual

E.4.3. Review and Selection of External Consultant

E.4.3.1. Data Requirements

- Consultants profile
- Name of consultant
- Type of consultant (Firm or Individual)
- Name of firm
- Previous engagement
- Address
- Contact Number

E.4.4. Provision of relevant documents to the hired external consultant

E.4.4.1. Data Requirements

- Project profile
 - Project title, cost, funding sources, etc. (see template)
- Project Status
 - Time elapsed, financial performance, physical accomplishment, weighted average performance, etc. (see template)
 - Profile of Beneficiaries
- Beneficiaries (if applicable)



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- Organization (NGOs / PO)
 - Name of Organization
 - Name of Head of Organization
 - Designation of head
 - Sex (Male or Female)
 - Tenure
 - Year Start
 - Year End
 - Date registered
 - Type of registration (CDA, SEC, DOLE, Others)
 - Nature of Organization (Profit, non-profit, others)
 - Current number of Officers by Sex
 - Male
 - Female
 - Current number of members by Sex
 - Male
 - Female
 - Address
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Other details (Block, Lot, Street, Village or Subdivision)
 - Contact number
 - Office
 - Focal Person/In-charge
 - Status (Active/Inactive)
- Household
 - Households
 - Size
 - Sex (Male or Female)
 - Individual
 - Sex (Male or Female)
 - Project ID, Name of PO, Name of persons, etc.

E.4.4.2. Documentary Requirements

- Project Completion Report
- LogFrame Document
- Project Operations Plan
- Project Administration Document
- Project Appraisal Document
- Project Implementation Document
- ODA Reports
- Maps
- Geotagged photos with caption

E.4.5. Review of inception report submitted by the hired external consultant

E.4.5.1. Documentary Requirements



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- Project Completion Report
- LogFrame Document
- Project Operations Plan
- Project Administration Document
- Project Appraisal Document
- Project Implementation Document
- ODA Reports

E.4.6. Review of evaluation report submitted

E.4.6.1. Documentary Requirements

- Project Completion Report
- LogFrame Document
- Project Operations Plan
- Project Administration Document
- Project Appraisal Document
- Project Implementation Document
- ODA Reports
- Maps
- Geotagged photos with captions

E.4.7. Review of and rating the external consultant's performance

E.4.7.1. Documentary Requirements

- Contract Performance Monitoring Form

E.4.8. Submission of EPE Report of the External Consultant

E.4.8.1. Documentary Requirements

- DENR Manual of Styles
- Covering Memo
- Complete Staff Work (CSW)
- Ex-Post Evaluation Report

E.5. Portfolio Evaluation (PE)

- THEMATIC EVALUATION
 - SECTOR THEMATIC
 - MULTI PROJECT
 - SINGLE PROJECT
 - MULTI-SECTOR
- SECTOR EVALUATION
 - MULTI SECTOR
 - SINGLE SECTOR

E.5.1. Selection of projects for portfolio evaluation

E.5.1.1. Data Requirements

- Title
- Implementation Schedule
 - Start Date
 - End Date
- Duration (in months?) of each project (calculated)
- Sector



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- Fund Source
- Fund Type
- Project Cost
- Thematic areas of intervention
- Number of projects by sector (calculated total)
- Number of projects in each thematic area of intervention (calculated total)
- Number of projects for midterm evaluation (calculated total)
- Weighted average cost of projects in each sector and thematic area (calculated)
- Weighted average duration of projects in each sector and thematic area (calculated)
- Performance ratios (weighted average performance [cost, duration, custom-based]) of each sector and thematic area

E.5.1.2. Documentary Requirements

- Project Factsheet
- Evaluation Roadmap
- FASPS Operations Manual

E.5.1.3. Functions

- Query (Dashboard showing statistics or infographics about the projects)
- Sort (e.g. by funding source, by year, by theme, by project cost, by project type, by sector, etc.)
- Aggregate
- Generate report

E.5.2. Review of relevant documents for PE

E.5.2.1. Data Requirements

- Project profile
 - Project title, cost, funding sources, etc. (see template)
- Project Status
 - Time elapsed, financial performance, physical accomplishment, Weighted average performance, etc. (see template)
- Geotagged Photos

E.5.2.2. Documentary Requirements

- Quarterly Project Status Report
- Annual Report
- LogFrame Document
- Project Operations Plan
- Project Administration Document
- Project Appraisal Document
- Project Implementation Document
- ODA Reports
- Results of Supervision Mission or equivalent Docs
- Audit Report

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E.5.3. Preparation of portfolio evaluation design

E.5.3.1 Data Requirement

- Beneficiaries (if applicable)
 - Organization (NGOs / PO)
 - Name of Organization
 - Name of Head of Organization
 - Designation of head
 - Sex (Male or Female)
 - Tenure
 - Year Start
 - Year End
 - Date registered
 - Type of registration (CDA, SEC, DOLE, Others)
 - Nature of Organization (Profit, non-profit, others)

 - Current number of Officers by Sex
 - Male
 - Female
 - Current number of members by Sex
 - Male
 - Female

 - Address
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Other details (Block, Lot, Street, Village or Subdivision)
 - Contact number
 - Office
 - Focal Person/In-charge
 - Status (Active/Inactive)
 - Household
 - Households
 - Size
 - Sex (Male or Female)
 - Individual
 - Sex (Male or Female)
 - LGU
 - Province
 - Municipality
 - City
 - Chartered City
 - Barangay

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- Contact number
 - Office
 - Focal Person/In-charge
- Academe
 - Name of Academe
 - Address
 - Region
 - Province
 - Municipality / City
 - Barangay
 - Other details (Block, Lot, Street, Village or Subdivision)
 - Contact number
 - Office
 - Focal Person/In-charge

E.5.3.2. Documentary Requirements

- Portfolio Evaluation Design Template
- Approved Portfolio Evaluation Design

E.5.4. Uploading of final questionnaire forms

E.5.4.1. Documentary Requirements

- Questionnaires/Interview Questions
- Database design and database of results

E.5.5. Field work/ survey *limit access to PMED

E.5.5.1. Data Requirements

- Profile of Beneficiaries
 - Project ID, Name of PO, Name of persons, etc.
 - Sampled Respondents
 - Questionnaires
 - Geotagged photographs

E.5.6. Preparation of Field Work Report

E.5.6.1. Data Requirements

- User ID
- Travel Report
 - Date of Field Work (Duration)
 - Team member
 - Location
 - Project Title
 - Major Observations
 - Recommended Actions
 - Action Required
- Geotagged photos

E.5.6.2. Documentary Requirements

- Travel Report Template



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E.5.7. Processing information/ data gathered (PE)

E.7.1. Data Requirement

- Profile of Beneficiaries

E.5.8. Analysis and interpretation of data

E.5.8.1 Data Requirements

- Geotagged photos with captions, maps, etc.

E.5.8.2 Documentary Requirements (Downloadable)

- Approved Portfolio Evaluation Design
- Statistical Report (EXCEL Form)

E.5.9. Preparation of PE Report

E.5.9. Documentary Requirements

- Evaluation Report Template
- DENR Manual of Styles
- Complete Staff Work (CSW)
- MTE Report

E.5.10. Submission of PE Report

E.5.10.1. Documentary Requirements

- DENR Manual of Styles
- Covering Memo
- Complete Staff Work (CSW)
- PE Report

E.6. LGIS Documentation and Mainstreaming

E.6.1. Selection of projects for documentation

E.6.1.1. Data Requirements

- Project Title
- Start Date
- End Date
- Sector
- Thematic areas of intervention
- LGIS Category (Lessons Learned, Good Practice, Innovation, Success Stories)

*Note: (to be input by PMO (Current) and KM Group (Completed))

E.6.2. Submission of LGIS documentation matrix to the chief for approval

E.6.3. Review Project Output and Activities and Prepare Activity Design

E.6.3.1. Data Requirements

- Project profile
- Project title, cost, funding sources, etc. (see template)
- Project Status
- Time elapsed, financial performance, physical accomplishment, etc. (see template)
- Profile of Beneficiaries/Community/Stakeholders
- Project ID, Name of PO, Name of persons, etc.



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- Location
- Maps

E.6.3.2. Documentary Requirements

- Quarterly Project Status Report
- Annual Report
- Project Completion Report
- Knowledge Products

E.6.4. Conducting Field work

E.6.5. Preparation of LGIS Documentation Report

E.6.5.1. Documentary Requirements

- Attachment: Activity Report Form
- Geotagged photos, photographs, maps, audio-videos, etc.
- Activity Report

E.6.6 Submission of LGIS documentation to the chief for approval

E.6.7. Uploading of approved LGIS Documentation

E.6.8. Evaluation and recommendation of innovations and good practices for mainstreaming

E.6.8.1. Data Requirements

- Title of Innovation or Good Practice
- Description of Innovation or Good Practice
- Sector
- Thematic area of intervention
- Criteria for Mainstreaming: Uniqueness score,
 - Clarity score, Utility score, Integration score, Measurability score, Risk score, Replicability score, Verified effectiveness score
- Total score

E.6.8.2. Documentary Requirements

- LGIS Documentation Report

E.7. Knowledge Product

E.7.1. Two-Pager Project Profile

E.7.1.1. Data Requirements

- Project Title
- Acronym
- Description
- Objective/s
- Component
- Location
- Funding Source
- Project Cost
- Startdate
- Enddate



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- Project Director
- Project Manager
- Contact Number
- Office Address
- Photos with caption
- Project Map

E.7.1.2. Generation of a 2-pager project profile for printing

E.7.1.3. Uploading of updated 2-pager Project Profile (in PDF)

E.7.1.3.1. Data Requirement

- Date Uploaded

E.7.2. FASPs Annual Report

E.7.2.1. Data Requirements

- Project Title
- Duration
- Project Cost
 - Loan Proceeds
 - Grant Proceeds
 - GOP Counterpart
- Total Project Cost
- Funding Source
- Total Cost by Funding Source
- Project Type (Loan Projects or Grant Projects)
- Total Cost by Project Type
- Location
- Sector
- Total Cost by Sector
- Startdate
- Enddate

E.7.2.2. Documentary Requirements

- Annual Report per project
- NEDA ODA Portfolio Review Report

E.8. Project Awareness

E.8.1. Submission of content of newsletter article

E.8.1.1. Data Requirements

- Content Title
- Project
- Sector
- Writer
- Name of office or organization
- Photo Credits (if applicable)
- Date
- Attachments (downloadable): text document (for articles and captions), photo documents (png, jpg/jpeg of infographics/posters/project photos)
- Author's contact details (e-mail address, contact. no.)

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- Comment
- Status (submitted, for revision) *//*alert writer through e-mail*
- Deadline *//*alert writer through e-mail*

E.9. Reports/Views (Kinds of reports)

- Project Factsheet/Profiles (pipeline, ongoing and completed FASPs)
- List of ongoing, pipeline and completed Foreign-Assisted Projects by sector
- List of ongoing, pipeline and completed Foreign-Assisted Projects by Project Type
- List of ongoing, pipeline and completed Foreign-Assisted Projects by Project Funding Source
- List of Special Projects (proposed, ongoing and completed)
- List of ongoing, pipeline and completed Foreign-Assisted Projects by Geographic/Regional Distribution
- List of ongoing, pipeline and completed Special Projects by Geographic/Regional Distribution
- List of Project Directors/Managers/Coordinators/IEC Focal by Gender
- Projects cost in Pie chart by Sector, by Project Type, and by Funding Source
- Bar Chart of Project Directors/Managers/Coordinators by Gender
- List of Project Beneficiaries
- List of Project Partner POs
- Project Status Report (quarterly)
- FAPs Physical Performance Report
- FAPs Financial Performance Report
- Consolidated Physical and Financial Performance
- Project Issues and Action Taken
- Compliance to covenant/conditionalities
- Project preparation milestones and status
- Priority areas of Assistance or Country Program Strategies of Development Partners
- Possible Areas of Cooperation per Sector with Development Partners

F. OFFICE OF THE DIRECTOR SUBSYSTEM**F.1. Data Requirements**

- Budget utilization rate by Division
 - PPD
 - PAMD
 - PMD
 - PMED
- FASPs Physical and Financial Performance
- Number of project proposals endorsed for approval
 - Foreign-assisted projects
 - Special projects
- Number of ongoing projects
 - Foreign-assisted projects
 - Special projects
- Number of Project Status Report Submitted
- Number of Project Managers Meetings Conducted
- Number of Withdrawal Applications or SOE Approved
- Number of PCRs (Status: Submitted, Endorsed)
- Number of Meetings Attended



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- International
- Local or Inter-agency
- Number of DPCR and IPCR submitted
- Number of CDP and IDP submitted
- Number of Project Evaluation Report
- Number of Project Innovation (abstract)
- 100% QMS implemented per division
- 100% EMS implemented per division

F.2. Documentary Requirements

- Project Completion Reports (PCRs)
- Project Status Reports (PSRs)
- ODA Report
- Work and Financial Plan by Division
- Work and Financial Plan of Projects
 - PPG with GOP
 - Foreign-assisted Projects
 - Special Projects
- Minutes of Meetings
- Meeting Reports
- Learning Report
 - Individual Learning Report (External)
 - Competency Development Management Form (Internal)
- Career Development Plan
- Individual Development Plan (Competency)
- Individual Performance Commitment and Review (IPCR)
- Division Performance Commitment and Review (DPCR)
- Monthly Accomplishment Report per Division
- EMS implemented
- QMS implemented
- CSS/Feedback Analysis

F.3. Mapping Features (GIS)

- Tile map rendering
- Geospatial data Analysis
- Geotagged photos
- Shape file repository
- Map dashboard
- Development, upgrading or updating of DENR GeoCam with QR Code and DENR Geotagged Photo Scanner apps.

Users and Security

- SSL certification
- reCaptcha
- User registration
- User email address verification
- User duplicate email address prevention
- User registration password complexity requirements enforcement
- User registration password confirmation
- User login with password
- User login password change or modification



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- Users assigned to roles and capacities
- Audit Trail - Keep record of all user's activity/transactions

Development Approach

- Prototyping (High-Fidelity User Prototypes)

Main Programming Language

- Open source, with large and active user base worldwide and among Philippine national government agencies

Secondary Programming Languages for Frontend Interface or Library Support

(Open source)

- Javascript
- Python
- Java
- CSS
- HTML
- XML

Development Platform

- Open source, with a large and active user base worldwide and among Philippine national government agencies. Must be "native" to or consistent with the chosen main programming language.

Database

- Open source, with a large and active user base worldwide and among Philippine national government agencies. Must be "native" to or consistent with the chosen main programming language.

IX. DELIVERABLES

a. SYSTEM SPECIFICATIONS

- i. The FAPIS shall be a highly secured web-based information system that only supports a single session per user account.
- ii. The FAPIS must be easily accessible, user-friendly, informative, well organized, visually attractive, up-to-date and reliable.
- iii. The FAPIS shall be able to present the users with information appropriate with the user's role/access rights.
- iv. The FAPIS must have a standard layout for content designed and implemented to allow users to navigate the system easily.
- v. The FAPIS must be developed using the commonly existing and well-supported and documented development tools and database platform. The bidder must specifically state all tools and software that it employs to develop FAPIS.
- vi. The FAPIS must be able to deliver all functions of storing, presenting, and analyzing data defined in the Scope of Works.



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b. SPECIFIC DELIVERABLES

- i. **Inception Report.** This report will provide the details on how the contractor plans to carry out its engagement with the DENR in so far as the TOR is concerned. The Inception Report shall finalize time schedules for meetings, workshops, etc. that may be undertaken, project milestones, as well as an elaboration on the protocol on such matters as acceptance and approval procedure for the project deliverables. This will be the first report.
- ii. **Statement of Work / Functional Specifications.** The contractor shall create a document that defines a set of requirements including a mock-up user interface of the product or assembly that must be met per sprint iteration. SOW must be signed by the Product Owner before the actual sprint development starts.
- iii. **Beta Version Deployment.** The contractor shall deploy a beta version copy of the system every end of sprint in a development server and moreover shall provide user access for the end user to evaluate and test.
- iv. **Status and Progress Reports.** On a scrum iteration basis (2 weeks) the contractor shall submit status and update reports to the DENR. Said reports shall include, among others, information on the detailed status and progress made in the system and can be validated through the Beta system.
- v. **User's Manual and Training.** The contract shall provide the User's Manual that clearly states the instructions in operating the system.
- vi. **Terminal Report.** This report shall contain all information relevant to the engagement of the contract, its work activities implemented to complete the project commitments as defined in this TOR. Said report shall contain performance highlights, problems encountered, and critical lessons learned, and recommendation for the future similar endeavor. This report will be submitted after the system passes the user acceptance testing of the end users.

c. CHARACTERISTICS

- i. **Integration.** Modules should be ready to be integrated to the other modules with different applications within the department without violating the Data Privacy Act of 2012. This should lead to a common data flow which will help in avoiding data redundancy in data collection, storage and processing.
- ii. **Flexibility.** The system should be flexible and dynamic. It refers to the ability of the system to adapt to future changes in its requirements.
- iii. **Relevance.** It should provide a relevant information to produce a good result in decision making
- iv. **Adherence.** System should adhere to policies and regulations of the DENR.

d. SUPPORT SERVICE

- i. Perform system analysis and design and business rules identification on the project.
- ii. Produce a detailed mock-up interface and technical specification for each iteration.
- iii. Discuss the draft logical design with the concerned users then adjust and refine the design and logic accordingly.
- iv. Discuss and coordinate with KISS-ISD and FASPS for the backend and front-end software requirements of the proposed system.



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- v. Conduct training for all system users and administrators of FASPS.

e. PRESENTATION OF RESULT

Presentation of a testable version of the project for each iteration to the concerned department.

f. TESTING

The service provider must conduct an exhaustive series of application testing. It should include test scripts and test results of the performance testing.

X. QUALIFICATIONS AND RESPONSIBILITIES

a. QUALIFICATION REQUIREMENTS

- i. The bidder must be duly registered with the Securities and Exchange Commission (SEC) or the Department of Trade and Industry (DTI).
- ii. The bidder must have a platinum membership of the Philippine Government Electronic Procurement System (PhilGEPS).
- iii. The bidder must be operating continuously with its business for the last five years.
- iv. The bidder must have completed at least two (2) similar IT projects with any Philippine national government agency or any private entity within the last five years with each having cost equivalent to 50% of the ABC. "Similar IT projects" means the development of web-based information systems.
- v. The bidder must be composed of competent professionals with good to excellent academic track records.

b. DUTIES AND RESPONSIBILITIES

- i. Coordinate primarily with FASPS and KISS-ISD in terms of project requirements, timelines and deliverables;
- ii. Deliver timely the outputs indicated in this TOR;
- iii. Check and maintain the system to debug, update, or enhance the system from the start of the implementation;
- iv. Provide the required licensed software, add-ons, or extensions for the development and deployment of the system, if necessary;
- v. Provide a copy of the users' manual to the implementing office
- vi. Conduct the User Acceptance Training (UAT), Training of Trainers (ToT) and other knowledge transfer activities. *(All expenses that will be incurred during the conduct of knowledge transfer activities shall be shouldered by the winning bidder or contractor. Limited only to traveling, food and lodging expenses of the contractor's employees)*
- vii. Turn over the full system documentation and source code upon completion and acceptance of the Project.
- viii. Perform maintenance including the updating and upgrading of the system within one year immediately from the date of the acceptance and sign-off.
- ix. Enter into a Service Level Agreement (SLA) with the procuring entity through the end user unit that specifies the duties and responsibilities as well as accountabilities of the winning bidder or contractor, and becomes the basis for the performance evaluation of the same during the warranty and maintenance period;



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c. DUTIES AND RESPONSIBILITIES OF THE DENR

- i. Create a Technical Working Group, together with the concerned service or office, which shall coordinate with the winning bidder on all matters requiring direction, input, and approval from the agencies in view of the implementation of the Contract of Service of the winning bidder;
- ii. Ensure the availability of required hardware (servers for deployment of the system), and web-hosting services;
- iii. Facilitate, manage, or organize the participation of the department's personnel in the user testing and training on the completed parts/components/modules of the system;
- iv. Provide a draft copy of an implementation policy to KISS-ISD.
- v. Pay the winning bidder for its services based on the contract and in accordance with existing government accounting and auditing rules and regulations.

XI. TIMELINE

The development shall be completed by the winning bidder within a period of Two Hundred Forty (240) calendar days.

XII. SCHEDULE

The winning bidder shall submit and report to the DENR through FASPS, for the validation and approval of the deliverables of each iteration based on the project implementation timeline within Two Hundred Forty (240) calendar days.

XIII. WARRANTY AND MAINTENANCE

Any error or fault in the solution or services delivered, that is directly or logically attributable to the work done by the CONTRACTOR shall be acted upon, resolved or replaced by the CONTRACTOR accordingly at no cost to the DENR. Any defect, problem, or bug of the system that contravenes or impair the approved program specifications shall be corrected/ remedied/ revised free of charge within the warranty period.

Further, the warranty and maintenance shall likewise include the updating and upgrading of the system at no cost to the DENR and cover the first one year from the date of the acceptance and sign-off subject to the definitions and scope given below.

For the purpose of the development of FAPIS, updating means enhancement of existing functions or features such as, but not limited to, plugins, security updates, fixing of compatibility issues with hardware or software, and the like, for the purpose of continued secure, efficient, and unimpeded use of the system. It extends to the modifications in the graphical user interface (GUI) and program logic and code to improve the user experience, changes in command sequence or process flows, and derivations of information such as, but not limited to, averages, summations, graphs, and other database queries that necessitate only processing of or calculations based on a database view and do not impact the database schema or require new or additional data to be encoded from the user.

Upgrading, on the other hand, means enhancement that introduces advanced functions or features to FAPIS that require additional new data from the user and demand slight to significant modifications to the database schema to define new tables, data types, relationships, and so on, *provided* that the amount of work shall not exceed 25% of the

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original contracted work (pre-maintenance activities), the burden of proof of which rests on the CONTRACTOR.

XIV. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the contract is **FIVE MILLION PESOS (P5,000,000.00)** inclusive of all applicable government taxes and service charges.

XV. PAYMENTS SCHEDULE

A retention fee equivalent to 10% of the ABC redeemable upon satisfactory completion of all required warranty and maintenance activities will be deducted from each payment made on a prorated basis.

Timeline	Project Deliverable/S	Percentage Amount of Contract Price to Be Released as Payment	Documentary Requirement/S
Within fifteen (15) calendar days from receipt of Notice to Proceed (NTP)	<ul style="list-style-type: none"> • Inception Report 	10%	<ul style="list-style-type: none"> • Inception Report • Billing statement
Within the next twenty-four (24) calendar days from the approval of Inception Report	<ul style="list-style-type: none"> • Scope of Work / Functional Specification 	15%	<ul style="list-style-type: none"> • Approved Scope of Work and Functional Specifications (Project Management Plan) • Billing statement
Within the next one hundred sixty-two (162) calendar days from the approval of Project Management Plan	<ul style="list-style-type: none"> • Development of the Project Information System • Beta Version Testing 	55%	<ul style="list-style-type: none"> • Certificate of Approval issued by the DENR • Billing Statement • UAT Sign-off Document • Billing Statement
Within the next twenty-seven (27) calendar days from the approval of Beta Version	<ul style="list-style-type: none"> • Users' Manual • User's Training/ Orientation (administrators and users) • Systems Documentation 	5%	<ul style="list-style-type: none"> • Terminal Report (Users' Manual, Systems Documentation (Schema and Data Dictionary), Working Source Codes) • Billing Statement
Within twelve (12) calendar days upon acceptance of the Final Version	<ul style="list-style-type: none"> • Project Closeout • Turn-over of Final Source Code 	5%	<ul style="list-style-type: none"> • Final Source Code • Certificate of Acceptance issued by the DENR • Billing Statement
DURATION OF THE PROJECT - 240 calendar days		90%	***



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Timeline	Project Deliverable/S	Percentage Amount of Contract Price to Be Released as Payment	Documentary Requirement/S
Within the next one (1) year after the contract period: Warranty and Maintenance	<ul style="list-style-type: none"> Performance of warranty and maintenance activities 	(Retention fee) 10%	<ul style="list-style-type: none"> Service Level Agreement Performance and Warranty Report with Support Tickets Source Code, if necessary Certificate of Acceptance Billing Statement

XVI. ELIGIBILITY, SHORTLISTING & QUALITY-COST BASED TECHNICAL CRITERIA EVALUATION (QCBE)

The top five qualified bidders scoring at least 60% following the Eligibility and Shortlisting Criteria given below will be shortlisted.

ELIGIBILITY AND SHORTLISTING CRITERIA		
CRITERIA	MAXIMUM POINTS	WEIGHT (%)
1) FIRM EXPERIENCE	20	40
2) CURRENT WORKLOAD RELATIVE TO CAPACITY	10	20
3) QUALIFICATION OF THE KEY PERSONNEL	20	40
TOTAL	50	100%

The bidder who has the highest QCBE score (S) will be selected. S is computed as follows:

$$S = 0.60 S_t + 0.40 S_f$$

S_t is the technical score expressed in percent.

S_f is the financial score obtained by the following formula.

$$S_f = 100 * FI / F$$

FI is the lowest financial proposal; F is the financial proposal under consideration.

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TECHNICAL CRITERIA		
CRITERIA	MAXIMUM POINTS	WEIGHT (%)
1) QUALIFICATION OF PROSPECTIVE BIDDER	10	35
2) APPROACH AND METHODOLOGY	70	30
3) QUALIFICATION OF KEY PERSONNEL	150	35
<i>TOTAL</i>	<i>230</i>	<i>100%</i>



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Approved by:


AL O. OROLFO, Ph.D.
Director, DENR-FASPS


ARLENE A. ROMASANTA
Director, DENR-KISS



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B. OTHER REQUIREMENTS

1. Bidder has no unperformed services intended for DENR.
2. Bidder did not participate as a consultant in the preparation of the Terms of Reference of the SERVICES subject of the bid.

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference

I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



Section VII. TECHNICAL PROPOSAL FORMS

Technical Proposal Forms	93
Bid Securing Declaration	102
Financial Proposal Forms	103
Form of Contract Agreement	109

**ANNEX II-A****(BIDDER'S COMPANY LETTERHEAD)
TECHNICAL PROPOSAL SUBMISSION FORM**

[Date]

MARCIAL C. AMARO, JR., CESO II
Assistant Secretary for International Affairs &
Chairperson, Bids & Awards Committee
Department of Environment and Natural Resources
5th Floor DENR Main Bldg., DENR Compound
Visayas Avenue, Diliman, Quezon City

Ladies/Gentlemen:

We, the undersigned, offer to provide the **PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)** per Bid Ref. No. DENR-CO-2023-036. Approved Budget for the Contract is PhP5,000,000.00 in accordance with your Bidding Documents dated 27 June 2023 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 together with the Expression of Interest remain correct as of the date of bid submission.

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:

**Annex II-B**
(Page 1 of 2)**PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS
INFORMATION SYSTEM (FAPIS)
BID REF. NO. DENR-CO-2023-036****Approved Budget for the Contract – P5,000,000.00****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 Bidder]* with office address at *[address of Bidder]*;

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

2. Select one, delete the other:

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

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]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);]*;

3. *[Name of Bidder]* 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; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in Uniform Guidelines on Blacklisting;
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;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

**Annex II-B**
(page 2 of 2)**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 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;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- Carefully examine all of the Bidding Documents;
 - Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - 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.
10. In case advance payment was made or given, failure to perform or deliver any of the following obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 3154 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]



ANNEX II-C

(BIDDER’S COMPANY LETTERHEAD)

**PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS
INFORMATION SYSTEM (FAPIS)
BID REF. NO. DENR-CO-2023-036
Php5,000,000.00**

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: _____



ANNEX II-D

(BIDDER'S COMPANY LETTERHEAD)

**PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS
INFORMATION SYSTEM (FAPIS)
BID REF. NO. DENR-CO-2023-036
PhP5,000,000.00**

**RECOMMENDATION OF THE CONSULTANTS 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.



ANNEX II-E

(TPF 4)

(BIDDER'S COMPANY LETTERHEAD)

PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS
INFORMATION SYSTEM (FAPIS)
BID REF. NO. DENR-CO-2023-036
PhP5,000,000.00

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE
PROJECT



**ANNEX II-F
(TPF 5)**

(BIDDER’S COMPANY LETTERHEAD)

PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)

BID REF. NO. DENR-CO-2023-036

PhP5,000,000.00

TEAM COMPOSITION AND TASK

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

3. Where applicable, indicate relationships among the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and other parties or stakeholders.



ANNEX II-G

(TPF 7)

(BIDDER'S COMPANY LETTERHEAD)

PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)

BID REF. NO. DENR-CO-2023-036

PhP5,000,000.00

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months			
			1	2	3	4	5	6	7	8	9	10	11	12				
																	Subtotal (1)	
																		Subtotal (2)
																		Subtotal (3)
																		Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____
 Title: _____
 Address: _____



ANNEX II-H

(TPF 8)

(BIDDER’S COMPANY LETTERHEAD)

**PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS
INFORMATION SYSTEM (FAPIS)
BID REF. NO. DENR-CO-2023-036
PhP5,000,000.00**

ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of project.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	



ANNEX III

(page 1 of 1)

(BIDDER’S COMPANY LETTERHEAD)

**PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS
INFORMATION SYSTEM (FAPIS)
BID REF. NO. DENR-CO-2023-036
PhP5,000,000.00**

**REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.**

BID-SECURING DECLARATION

To: DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

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 Declaration¹, within fifteen (15) days from receipt of the 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 the 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 Single/Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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*

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]



Annex IV-A
(FPF 1)
(page 1 of 1)

(BIDDER'S COMPANY LETTERHEAD)
PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS
INFORMATION SYSTEM (FAPIS)
BID REF. NO. DENR-CO-2023-036
PhP5,000,000.00

FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

To: Department of Environment and Natural Resources
Visayas Ave., Diliman, Quezon City

Ladies/Gentlemen:

We, the undersigned, offer to provide the **PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)** per BID REF. NO. DENR-CO-2023-036 in accordance with your Bidding Documents dated [insert date] and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [amount in words and figures]. This amount is inclusive of VAT and all expensed necessary to complete the project.

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 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.

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), Special Conditions of Contract (SCC), 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:



**ANNEX IV-B
(FPF 2)**

(BIDDER’S COMPANY LETTERHEAD)

PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)

BID REF. NO. DENR-CO-2023-036

PhP5,000,000.00

SUMMARY OF COSTS

Costs	Currency(ies) ¹	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

¹ In cases of contracts involving foreign consultants, indicate the exchange rate used.



(BIDDER’S COMPANY LETTERHEAD)

PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)

BID REF. NO. DENR-CO-2023-036

PhP5,000,000.00

BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies) ¹	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

¹ In cases of contracts involving foreign consultants, indicate the exchange rate used.



(BIDDER’S COMPANY LETTERHEAD)

PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)

BID REF. NO. DENR-CO-2023-036

PhP5,000,000.00

BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ²	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

² Staff months, days, or hours as appropriate.



**ANNEX IV-E
(FPF 5)**

(BIDDER’S COMPANY LETTERHEAD)

PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)

BID REF. NO. DENR-CO-2023-036

PhP5,000,000.00

REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

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 ³				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

³ 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.



**ANNEX IV-F
(FPF 6)**

(BIDDER’S COMPANY LETTERHEAD)
**PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED
PROJECTS INFORMATION SYSTEM (FAPIS)**
BID REF. NO. DENR-CO-2023-036
PhP5,000,000.00

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				_____



FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of Procuring Entity]* (hereinafter called the "Entity") and *[name and address of Consultant]* (hereinafter called the "Consultant").

WHEREAS, the Entity is desirous that the Consultant execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the bid for *[insert the amount in specified currency in numbers and words]* by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, 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;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Binding Signature of Procuring Entity

Binding Signature of Consultant

[Addendum showing the corrections, if any, made during the bid evaluation should be attached with this agreement]



SECTION VIII
CHECKLIST OF REQUIREMENTS
Part II Technical and Financial Proposal



**DENR BIDS AND AWARDS COMMITTEE
CHECKLIST OF REQUIREMENTS FOR BIDDERS
PART II-TECHNICAL AND FINANCIAL REQUIREMENTS**

Name of Company: _____

Project: **PROCUREMENT FOR THE DEVELOPMENT OF FOREIGN-ASSISTED PROJECTS INFORMATION SYSTEM (FAPIS)**Bid Ref. No. **DENR-CO-2023-036**APPROVED BUDGET FOR THE CONTRACT: **₱5,000,000.00`**

Ref. No.	Particulars								
(i)	Technical Proposal Submission Form (Annex II-A)								
(ii)	<p>Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as Annex II-B with attached <u>Proof of Authority of the bidder's authorized representative/s:</u></p> <p style="margin-left: 40px;">i. FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Notarized or unnotarized Special Power of Attorney.</p> <p style="margin-left: 40px;">ii. FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Notarized or unnotarized Secretary's Certificate evidencing the authority of the designated representative/s.</p> <p style="margin-left: 40px;"><i>Notes: Should there be more than one (1) appointed authorized representatives, use the word "<u>any of the following</u>" or "<u>OR</u>", otherwise, all authorized representatives must sign/initial the bid submission.</i></p> <p>IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</p>								
(iii)	<p>Original Bid Security must be issued in favor of the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Project ABC (₱)</th> <th style="text-align: center;">Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)</th> <th style="text-align: center;">Bid Security: Surety Bond (5%) (₱)</th> <th style="text-align: center;">Bid Securing Declaration</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5,000,000.00</td> <td style="text-align: center;">100,000.00</td> <td style="text-align: center;">250,000.00</td> <td style="text-align: center;">No required Amount</td> </tr> </tbody> </table> <p>1. Bid Securing Declaration per Annex III;</p> <p>2. The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank</p> <p>3. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or</p> <p>4. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must conform with the following:</p> <p style="margin-left: 40px;">(a) Issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. <u>Together with the surety bond, a certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.</u></p> <p style="margin-left: 40px;">(b) Callable upon demand.</p> <p style="margin-left: 40px;">(c) Must specify the grounds for forfeiture of bid security as stated in Section II, ITB Clause 18.5 to wit:</p>	Project ABC (₱)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)	Bid Security: Surety Bond (5%) (₱)	Bid Securing Declaration	5,000,000.00	100,000.00	250,000.00	No required Amount
Project ABC (₱)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)	Bid Security: Surety Bond (5%) (₱)	Bid Securing Declaration						
5,000,000.00	100,000.00	250,000.00	No required Amount						



	<ul style="list-style-type: none"> ▪ IF A BIDDER: <ul style="list-style-type: none"> a) Withdraws its bid during the period of bid validity. b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184. c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof. d) Submission of eligibility requirements containing false information or falsified documents. e) 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. f) Allowing the use of one’s name, or using the name of another for purposes of public bidding. g) 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 Lowest Calculated and Responsive Bid. h) Refusal or failure to post the required performance security within the prescribed time. i) 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. j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. l) 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. ▪ IF THE SUCCESSFUL BIDDER: <ul style="list-style-type: none"> (i) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or (ii) fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184. 	
(iv)	<p>Duly conformed and signed Terms of Reference as enumerated and specified in Section VI of the Bidding Documents.</p> <p>Consultant’s Reference (Annex II-C)</p> <p>Recommendations of the Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity (Annex II-D)</p> <p>Description of Methodology and Work Plan for Performing the Project (Annex II-E) (TPF 4)</p> <p>Team Composition and Tasks (Annex II-F) (TPF 5)</p> <p>Time Schedule for Professional Personnel (Annex II-G) (TPF 7)</p> <p>Activity (Work) Schedule (Annex II-H) (TPF 8)</p>	
11.2	FINANCIAL PROPOSALS/DOCUMENTS	
	<p>The following Financial Proposal Forms must be duly accomplished and submitted:</p> <ol style="list-style-type: none"> 1. Financial Proposal Submission Form (Annex IV-A) (FPF 1) 2. Summary of Cost (Annex IV-B) (FPF 2) 3. Breakdown of Price per Activity (Annex IV-C) (FPF 3) 4. Breakdown of Remuneration per Activity (Annex IV-D) (FPF 4) 5. Reimbursables per Activity (Annex IV-E) (FPF 5) 6. Miscellaneous Expenses (Annex IV-F) (FPF 6) 	