



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDDING DOCUMENTS

FOR THE

ACQUISITION AND

CUSTOMIZATION OF AN

ELECTRONIC GOVERNMENT

PROCUREMENT SYSTEM (EGPS)

PROJECT ID No.: DBM-2017-26

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REPUBLIC OF THE PHILIPPINES
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INVITATION FOR NEGOTIATED PROCUREMENT

Acquisition and Customization of an Electronic Government Procurement System (eGPS)

1. In view of the two (2) failed public biddings, the Department of Budget and Management (DBM)-Bids and Awards Committee (BAC) invites interested consultants to participate in the negotiation for the Project, “**Acquisition and Customization of an Electronic Government Procurement System (eGPS)**,” in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, otherwise known as the “Government Procurement Reform Act.” The DBM, through Multi-year Obligational Authority No. MYOA-BMB-C-17-0000028, intends to apply the sum of **One Hundred Fifty Two Million Pesos (P152,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Project for sixteen (16) months. The funding source for the first year is through the authorized appropriations under the FY 2017 General Appropriations Act.
2. The DBM will hold a negotiation meeting with the interested consultants on November 16, 2017, 10:00 a.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila, which shall be open only to invited parties. Interested parties are enjoined to bring at least one of the technical staff who shall handle the project. The meeting shall include discussion of any requirements, guidelines, documents, clarifications, or other information relative to the negotiations, including technical and financial requirements of the project, to enable the interested consultants to submit a responsive proposal.
3. The following Eligibility Documents, Technical Proposal, and Best and Final Offer stated in the checklist shall be submitted in one (1) original and two (2) duplicate copies on or before December 1, 2017, 9:00 a.m., at the BAC Conference Room, DBM Building III, General Solano St., San Miguel, Manila.

The opening of the Eligibility Documents, Technical Proposal, and Best and Final Offer will be on December 1, 2017, 9:00 a.m., at the BAC Conference Room, DBM Building III, General Solano St., San Miguel, Manila.

Only interested consultants who paid the fee in the amount of Twenty Five Thousand Pesos (P25,000.00) shall have their best and final offers opened. Best and final offers received in excess of the ABC shall be automatically rejected.

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. The interested consultants who shall be declared as “passed” based on their Technical Proposals and Best and Final Offers shall present their 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.

The DBM shall evaluate bids using the Quality Based Evaluation (QBE) procedure. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.

5. Within five (5) calendar days from notice, the interested consultant whose submission is determined as the Highest Rated Bid shall submit its 2016 Income Tax Return and its May 2017 to October 2017 VAT returns (Forms 2550M and 2550Q) or Percentage Tax Return (Form 2551M), with proofs of payment filed and paid through the Electronic Filing and Payment System.
6. Interested bidders may obtain further information from the DBM-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
7. The DBM reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of R.A. No. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
8. For further information, please refer to:

*DBM-BAC Secretariat
Department of Budget and Management
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila
Telefax No. 657-3300 local 3115
Email address: procurement@dbm.gov.ph*

CLARITO ALEJANDRO D. MAGSINO
Chairperson, DBM-BAC

CHECKLIST OF ELIGIBILITY DOCUMENTS

I. Class “A” Documents

Legal Documents

- ☐ 1. PhilGEPS Platinum Certificate of Registration with Annex A

Note: If PhilGEPS Platinum Certificate of Registration is not available, the following shall be submitted, together with the PhilGEPS Certificate of Registration:

- a) SEC/DTI Registration Certificate
- b) Valid and Current Mayor’s Permit
- c) Tax Clearance Certificate

Technical Documents

- ☐ 2. Eligibility Document Submission Form
- ☐ 3. Statement of all Government and Private Contracts Completed which are Similar in Nature (Use Annex C)
- ☐ 4. Certificate of Good Standing and Satisfactory Completion or equivalent document (for Completed Contracts)
- ☐ 5. List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started (Use Annex D)
- ☐ 6. Statement of the Consultant’s Nationality (Use Annex E)
- ☐ 7. Firm’s Profile (Use Annex F)

Financial Documents

- ☐ 8. Latest Audited Financial Statement (if not PhilGEPS Platinum Member) stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission

II. Class “B” Document –

Legal Documents

- ☐ 9. Valid Joint Venture Agreement (JVA) if JV is in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful.

CHECKLIST OF TECHNICAL AND BEST AND FINAL OFFER

I. Technical Proposal

- ☐ TPF 1. Technical Proposal Submission Form
- ☐ TPF 2. Consultant's References
- ☐ TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services and Facilities to be provided by the Procuring Entity
- ☐ TPF 4. Description of the Methodology and Work Plan for performing the Project
- ☐ TPF 5. Team Composition and Task Projects
- ☐ TPF 6. Curriculum Vitae for Proposed Professional Staff
- ☐ TPF 7. Time Schedule for Professional Staff
- ☐ TPF 8. Activity (Work) Schedule
- ☐ Bid Security
- ☐ Omnibus Sworn Statement accompanied by the company's Secretary's Certificate or Special Power of Attorney (Use Annex B)

Financial Proposal Consisting of the Following:

- ☐ FPF 1. Financial Proposal Submission Form
- ☐ FPF 2. Summary Costs
- ☐ FPF 3. Breakdown of Price per Activity
- ☐ FPF 4. Breakdown of Remuneration per Activity
- ☐ FPF 5. Reimbursable per Activity
- ☐ FPF 6. Miscellaneous Expenses

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:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the prospective bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC specified in the **EDS**;
- (d) bear the specific identification of this Project indicated in the **EDS**; and
- (e) 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:

- (f) the name of the prospective bidder;
- (g) whether there is a modification or substitution; and
- (h) 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.

- 8.5. 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.

9. Protest Mechanism

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

Section III. Eligibility Data Sheet

Eligibility Documents	
1.2	No further instructions.
1.3	No further instructions.
2.1(a)(ii)	<p>The List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started shall include all such contract (see Annex D for format).</p> <p>Likewise, the Statement of all Government and Private Contracts Completed which are Similar in Nature shall be submitted (see Annex C for format).</p>
2.1(a)(ii.7)	Proponent must show certification or any equivalent document from each of their client, as stated in the Statement of Completed Contracts form, that they are in good standing and have implemented similar projects (clause 8.5) to their client's expectations. This particular requirement of submitting certification or equivalent document shall only apply to contracts that are similar in nature to the project at hand.
4.1	Each prospective bidder shall submit one (1) original and two (2) copies of its eligibility documents.
4.3(c)	DBM-BAC Secretariat BAC Conference Room Department of Budget and Management Ground Floor, DBM Building III, General Solano St., San Miguel, Manila Telefax No. 657-3300 local 3115 Email address: <u>procurement@dbm.gov.ph</u>
4.3(d)	The name of the Project is "Acquisition and Customization of an Electronic Government Procurement System (eGPS)."
5	<p>The address for submission of eligibility documents is BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila.</p> <p>The deadline for submission of eligibility documents is December 1, 2017, 9:00 a.m.</p>
8.1	<p>The place of opening of eligibility documents is at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila.</p> <p>The date and time of opening of eligibility documents is December 1, 2017, 9:00 a.m.</p>

8.5	Similar contracts shall refer to development or configuration of any web-based integrated electronic commerce system.
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Section IV. 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:

- (a) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;
- (b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or
- (c) If there is a conflict among consulting projects, the Consultant (including its personnel and subconsultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.

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 (TPF 1).
- (b) Bid security as prescribed in **ITB** Clause 15. If the bidder opts to submit the bid security in the form of:
 - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

- (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.
- (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subconsultant, if any, following the formats described in the Technical Proposal Forms:
 - (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subconsultant on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subconsultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.
 - (ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.
 - (iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
 - (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any

partner and/or subconsultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.

- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. 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 costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.
- 11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.
- 11.4. The list of experts, and their respective inputs, identified in Financial Proposal Forms must match the list of experts and their respective inputs shown in Technical Proposal Forms.
- 11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subconsultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).
- 11.7. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

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)
<p>a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><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></p>	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>	

<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>	
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.	Five percent (5%)

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 Section 7 hereof shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

17. Sealing and Marking of Bids

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

- 25.1 The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.
- 25.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:
- (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.
- 25.3 The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.
- 25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:
- (a) late submission, *i.e.*, after the deadline set in the **ITB Clause** 18;

- (b) failure to submit any of the technical requirements provided under this ITB and TOR;
- (c) the Consultant that submitted a Bid or any of its partner and/or subconsultant belongs to one of the conflict of interest cases as described in **ITB** Clauses 2.1(a) to (c) and failed to make a proper statement to that effect in the cover letter; or
- (d) the Technical Proposal included any cost of the services.

26 Opening and Evaluation of Financial Proposals

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

27 Negotiations

- 27.1 Negotiations with the Consultant that submitted the Highest Rated Bid shall be held at the address indicated in the **BDS**. The aim is to reach agreement on all points.
- 27.2 Negotiations shall cover the following:
 - (a) Discussion and clarification of the TOR and Scope of Services;
 - (b) Discussion and finalization of the methodology and work program proposed by the Consultant;
 - (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);
 - (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
 - (e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
 - (f) Provisions of the contract.
- 27.3 Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation,

unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

- 27.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.
- 27.5 The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose Bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

28 Post Qualification

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

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

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

29 Reservation Clause

- 29.1 Notwithstanding the eligibility, short listing, or post-qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any

liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:

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

F. Award of Contract

30. Contract Award

- 30.1 Subject to **ITB** Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized

representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable;
 - (ii) 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)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five percent (5%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/</i></p>	

<i>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 effectivity 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 V. Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is the <i>Department of Budget and Management</i>.</p> <p>The evaluation procedure is: Quality Based Evaluation/Selection (QBE/QBS)</p>
1.2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the Multi-year Obligational Authority No. MYOA-BMB-C-17-0000028 and FY 2017 General Appropriations Act.</p> <p>The name of the project is “Acquisition and Customization of an Electronic Government Procurement System (eGPS).”</p>
1.3	For details on description and terms of reference for the consultant, please refer to Section VI – Terms of Reference.
1.4	For details on description and terms of reference for the consultant, please refer to Section VI – Terms of Reference.
5	No further instructions.
6.1	Subcontracting is NOT allowed.
6.2	Not applicable.
7.1	<p>The DBM will hold a negotiation meeting with the interested consultants on November 16, 2017, 10:00 a.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila, which shall be open only to invited parties.</p> <p>Interested parties are enjoined to bring at least one of the technical staff who shall handle the project.</p> <p>The meeting shall include discussion of any requirements, guidelines, documents, clarifications, or other information relative to the negotiations, including technical and financial requirements of the project, to enable the interested consultants to submit a responsive proposal.</p>

8.1	<p>The Procuring Entity's address is:</p> <p>Address:</p> <p><i>Department of Budget and Management</i> <i>Gen. Solano St., San Miguel, Manila</i> <i>657-3300 loc. 3115</i></p>
10.1(b)	Not applicable
10.1(c)	For the minimum required experience of proposed professional staff, please refer to Section IV. Manpower Requirements in the Terms of Reference
11.5	Taxes: All proposals shall be subject to 12% Value-Added Tax and all other standard and applicable government taxes.
11.7	<p>The ABC is One Hundred Fifty Two Million Pesos (P152,000,000.00) inclusive of all applicable taxes. Any bid with a financial component exceeding this amount shall not be accepted.</p> <p><u>Price of Bid Documents: Twenty Five Thousand Pesos (P25,000.00)</u></p> <p>The Financial Proposal requires completion of three (3) forms, particularly, FPF1, FPF 2, and FPF 4. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal and shall be accompanied by Summary of Cost (FPF 2), and Cost of Services (FPF 4).</p>
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid until March 31, 2018.
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than P3,040,000.00 [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than P7,600,000.00 [5% of ABC] if bid security is in Surety Bond.
15.2	The bid security shall be valid until March 31, 2018.
15.5(b)(iii)	No further instructions.

17.1	No further instructions.																																								
17.3	Each Bidder shall submit <i>one (1) original</i> and <i>two (2) copies</i> of the first and second components of its bid.																																								
18	<p>The address for submission of proposals is at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila.</p> <p>The deadline for submission of bids is December 1, 2017, 9:00 a.m.</p> <p>Late submission of best offers shall not be accepted.</p>																																								
21.2	<p>The place of best offer opening is at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila.</p> <p>The date and time of best offer opening is December 1, 2017, 9:00 a.m.</p>																																								
22.1	No further instructions.																																								
25.3	<p>The Technical proposals of consultants shall be evaluated based on the following criteria:</p> <p style="text-align: center;">Technical Evaluation Criteria</p> <table><tr><th colspan="2">CRITERIA</th><th>%</th><th>%</th><th>Points</th></tr><tr><td colspan="4">I. Applicable Experience of the Firm</td><td>15</td></tr><tr><td colspan="2">I. Firms Qualification</td><td></td><td>70</td><td></td></tr><tr><td></td><td>A. The firm/group or any of its JV members must be legally operational for at least five (5) years</td><td>30</td><td></td><td></td></tr><tr><td></td><td>B. The firm/group or any of its JV members must have completed at least three (3) projects to any web-based integrated electronic commerce system, i.e., e-procurement system, financial management system, inventory management system, e-shopping system, e-auction system, e-payment system, e-contract management system, e-evaluation system, e-registry system, e-bidding system, e-bid submission system</td><td>70</td><td></td><td></td></tr><tr><td colspan="2">II. Work Experience</td><td></td><td>30</td><td></td></tr><tr><td></td><td>1. Largest project from 2011 to 2016 (completed)</td><td>40</td><td></td><td></td></tr><tr><td></td><td>2. Total value of projects from 2011 to 2016 (completed)</td><td>30</td><td></td><td></td></tr></table>	CRITERIA		%	%	Points	I. Applicable Experience of the Firm				15	I. Firms Qualification			70			A. The firm/group or any of its JV members must be legally operational for at least five (5) years	30				B. The firm/group or any of its JV members must have completed at least three (3) projects to any web-based integrated electronic commerce system, i.e., e-procurement system, financial management system, inventory management system, e-shopping system, e-auction system, e-payment system, e-contract management system, e-evaluation system, e-registry system, e-bidding system, e-bid submission system	70			II. Work Experience			30			1. Largest project from 2011 to 2016 (completed)	40				2. Total value of projects from 2011 to 2016 (completed)	30		
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	2. Total value of projects from 2011 to 2016 (completed)	30																																							

	3. Total value of projects from 2011 to 2016 (on-going)	30		
	II. Proposed Solution, Approach and Methodology and Work Plan			50
	A. Oral Presentation / Proof of Concept		50	
	Clarity (well-defined approach & procedures)	30		
	Feasibility (Realistic/ implementable/ measurable/ practicable)	30		
	Comprehensiveness of the plan of approach (responsiveness to the engagement)	40		
	B. Modules/Functionalities Available		50	
	Available (1pt for every functionality)			
	To be configured (.5pt for every functionality)			
	To be developed (.25pt for every functionality)			
	III. Qualification of Personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking (In the CVs, bidders shall clearly indicate the details of academic qualifications and certifications of the key personnel, overall experience (projects and number of years) and specific experience (projects and number of years) relevant to the proposed position)			35
	A.1 Project Director		5.6	
	A.2 Deputy Project Director		5.6	
	B.1 Application Implementation / Solution Architect		5.55	
	B.2 System Analyst		5.55	
	C. ICT Infrastructure Implementation Manager / Architect		5.55	
	D.1 Application Development Lead		5.55	
	D.2 Application Developer / Programmer		5.55	
	E.1 Technical Support Lead		5.55	
	E.2 Technical Support Staff		5.55	
	F.1 Database Administrator / Analyst		5.55	
	F.2 Database Administrator		5.55	
	G.1 Lead Business Process Analyst		5.55	
	G.2 Business Analysts		5.55	
	H.1 Lead Quality Assurance Expert		5.55	
	H.2 Quality Assurance Engineers		5.55	

	I. Domain Expert: Government Procurement Expert		5.55	
	J.1 Change Management / Training Lead		5.55	
	J.2 Change Management Experts		5.55	
	TOTAL			100
	The results of which are for ranking purposes only and no minimum scores required.			
26.1	Not applicable			
26.2	No further instructions.			
27.2(e)	No further instructions.			
28.2	<p>The following income and business tax returns shall be required from the consultant with the highest-rated bid, including its joint venture partners, if any, whether local or foreign:</p> <ol style="list-style-type: none"> 1. Income Tax Returns for taxable year 2016 (BIR Form 1701 or 1702) is required; and 2. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering May 2017 to October 2017. <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</p>			
31.4 (6)	No additional requirement.			
32.1	No further instructions.			
33.2	The effective date of the contract shall be the effective date stated in the <i>Notice to Proceed (NTP)</i> .			

Section VI. 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:

- (d) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (e) 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;
- (f) 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
- (g) 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 □ 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 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 55.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this 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

- 1.2. 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 VII. 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) through the Multi-year Obligational Authority No. MYOA-BMB-C-17-0000028 and FY 2017 General Appropriations Act.</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 agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>
7	<p>The Member in Charge is <i>[name of member, address, and other necessary contact information]</i>.</p> <p>NOTE: <i>If the Consultant consists only of one entity, state “Not applicable.”</i></p>
8	<p>The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in GCC Clause 8.</p>
10	<p>No further instructions.</p>
12	<p>The Authorized Representatives, are as follows:</p> <p>For the Procuring Entity:</p> <p>Department of Budget and Management Gen. Solano St., San Miguel, Manila</p> <p>Undersecretary Lilia C. Guillermo, Office of the Chief Information Officer</p> <p>For the Consultant:</p> <p>_____</p> <p>NOTE: <i>Name of authorized representative to be filled out by winning consultant prior to contract signing.</i></p>

15.1	<p>The addresses are:</p> <p>Procuring Entity:</p> <p>Department of Budget and Management</p> <p>Attention:</p> <p><i>Lilia C. Guillermo</i> Undersecretary, Office of the Chief Information Officer Department of Budget and Management Gen. Solano St., San Miguel, Manila Telephone Number: 657-3300 loc. 2605</p> <p>Consultants: <i>[insert name of the Consultant]</i></p> <p>Attention: <i>[insert name of the Consultant's authorized representative]</i></p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p> <p><i>NOTE:</i> <i>Contact details to be filled out by winning consultant prior to contract signing.</i></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 one (1) working day following confirmed transmission.</p>
18.3	<p><i>State here Consultant's account where payment may be made.</i></p> <p><i>NOTE:</i> <i>Details of account to be filled out by winning consultant prior to contract signing.</i></p>
19	<p>No further instructions.</p>

20	<p>All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</p> <p>Limitation of the Consultant's Liability towards the Procuring Entity are, as follows:</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.</p>
22	None
24	The time period shall be sixteen (16) months.
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	All drawings, specifications, designs, source codes, reports, other documents, hardware, and software licenses, prepared and acquired by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity and the End-User.
38(g)	<p>The Consultant's actions requiring the Procuring Entity's prior approval are:</p> <ol style="list-style-type: none"> 1. Change in the plan of approach and methodology 2. Change of joint venture partner, service providers, and third party providers, if applicable 3. Change of its Key Personnel and Support Staff 4. Change in Key Personnel's work schedule

39.5	<p>The Consultant may change its Key Personnel and Support Staff 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.</p> <p>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.</p>
42.1	No further instructions.
42.4(c)	The final reports, documents and other requirements as specified on the Terms of Reference have been submitted.
52.1	The total ceiling amount in Philippine Pesos is One Hundred Fifty Two Million Pesos (P152,000,000.00).
52.2	No further instructions.
53.2	No additional instructions.
53.4	Contract price shall be inclusive of Remunerations and Reimbursables
53.5(a)	No advance payment is allowed.
53.5(c)	The interest rate is: None
55.6	No further instructions.

SECTION IV. BIDDING FORMS

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Acquisition and Configuration of an Electronic Government Procurement System (EGPS) to Interface with the Budget and Treasury Management System (BTMS)

TERMS OF REFERENCE

I. Background

Part of the reform measures undertaken to reduce corruption in government, and as mandated by the Government Procurement Reform Act (RA 9184), is the use of PhilGEPS (Philippine Government Electronic Procurement System). PhilGEPS is defined under Section of RA 9184 as the single, centralized electronic portal that shall serve as the primary and definitive source of information on the procurement of goods and general support services, civil works and consulting services by all sectors of government including local government units. In support of this act, the PhilGEPS was launched in August 28, 2006 by the Procurement Service-Department of Budget and Management (PS-DBM) replacing the Pilot EPS (Electronic Procurement System), which was established in November 2000 and was patterned after the Canadian e-procurement system. The licensing, operation and maintenance of the PhilGEPS was outsourced to a private service provider, ASTICOM Inc. (formerly, Ayala Systems Technology, Inc. (ASTI)) after the said service provider was awarded the contract in April, 2004 as a result of Public Bidding. The contract with the current service provider was extended from August, 2011 to August, 2017 but subject to termination after 3 years. Currently, the PhilGEPS has the following functionalities:

- A. Electronic bulletin board, which allows procuring entities to create bid notices, upload bid documents, create bid supplements and award notices. It also provides a facility for suppliers/contractors/consultants to search and browse for opportunities
- B. Subscriber registry is the central registration facility for suppliers, contractors and consultants including procuring entities and auditors
- C. Automatic notification facility is the facility that sends automatic notification of bid opportunities that matches the business category of suppliers / contractors / consultants via their e-mail,
- D. Government of the Philippines-Official Merchant Registry (GOP-OMR), which is the expanded supplier registry and the precursor of the E-bid submission functionality. This facility allows merchants to upload digital copies of eligibility documents in the PhilGEPS. In this facility, the membership structure among merchants is also introduced. This

membership structure allows PhilGEPS to charge merchants to which will make the PhilGEPS system self-sustainable. This functionality is still in pilot implementation and will be fully implemented by next month upon the issuance of the guidelines by the Government Procurement Policy Board (GPPB), and

- E. The e-bid submission, this facility allows the bidders to submit technical and financial proposal electronically and the Procuring Entities' Bids and Awards Committee (BAC) to open electronic bids, record bid evaluation and invite the lowest calculated bidder in goods/civil works or the highest rated bidder in consultancy services for post qualification.

The current PhilGEPS system was written in 2004. The technology used in the development of the system is already 13 years old and therefore, its technical design and architecture must be reviewed as well as to cater to the increasing number of users of the PhilGEPS.

On April 2013, the PS-PhilGEPS through its Special Bids and Awards Committee (SBAC) conducted the bidding for the Philippine Government Electronic Procurement System (PhilGEPS) Modernization Project. The Modernization Project was awarded to the Unincorporated Joint Venture (UJV) of Innove Communications, Inc. and Freebalance, Inc.

The UJV accomplished two (2) deliverables to wit, 1) Project Plan; and 2) Delivery of Detailed Specifications Document, System Architecture Plan, Disaster Recovery Plan and Security Plan for Phases 1 to 3.

The UJV has not completed and delivered the remaining deliverables within the agreed timelines and hence, the Notice to Terminate the Contract was served. Thus, the PS-DBM finds sufficient ground to terminate the contract for the PhilGEPS Modernization.

The draft Philippine Development Plan 2017-2022 (PDP), specifically on the Section for the Citizen-centered, Clean and Efficient Delivery of Public Goods and Services¹ states that the current administration is pushing for good governance through participatory, consensus-oriented, effective, efficient, responsive, accountable, transparent, equitable and inclusive processes. However, it also stated that while resources are provided to collect data necessary for decision-making, interoperability remains an issue. Gaps in the ICT environment for financial control and accountability also need to be addressed. The PDP mentioned that the goal should be "to complete an

¹ http://pdp.neda.gov.ph/wp-content/uploads/2017/01/Draft_PDP2017_Chap5_Citizencentered_mgsrREV9_6Jan17.pdf

Integrated Financial Management System in government that is linked with other systems such as the PhilGEPS etc.”

Moreover, the project for the Budget and Treasury Management System (BTMS) was awarded in November 2015 and its project implementation officially started in December 2015. The BTMS is a common, modern, integrated, accurate, reliable and secure information system for the public financial management (PFM) operations of the Government of the Philippines (GOP). It provides a sustainable government resource planning solution that is extensible, flexible thereby supporting a range of public financial requirements, and adaptable to reform and modernization. The procurement spending captured in the PhilGEPS system is envisioned to be integrated with the BTMS so that government and stakeholders can secure complete and timely information. The BTMS-PhilGEPS integration will greatly assist and facilitate government’s efforts in the proper formulation and utilization of the government budget.

In view of the above-mentioned issues, the need to add more functionalities and the need to integrate with the BTMS, the PhilGEPS project management office, which is currently under the supervision of the DBM Chief Information Officer, decided to pursue the acquisition and implementation of a government-wide electronic procurement system that would integrate with the BTMS and undertake the following:

1. Review of the PhilGEPS overall business systems design;
2. Review of the overall technical systems design and architecture including a review of the data models;
3. Procure and implement an EGPS which is a commercial off-the-shelf system (COTS) to be used government-wide;
4. Identify compatibility issues so that this EGPS can be linked with the BTMS ensuring that all procurement made in the government have budget allocation and that the actual purchase did not exceed the allocation and that procurement spending is captured in the BTMS;
5. Add additional features and functionalities in order to apply modern technology in government procurement.

II. Objectives

The acquisition and implementation of an EGPS is necessary to achieve the following objectives:

- A. To provide and implement a total e-Government procurement solution in order to achieve transparency in all stages of government procurement, i.e. from procurement planning to project management/contract implementation;
- B. To utilize new technologies and applications to create a suitable comprehensive e-procurement solution that meets the present and future requirements of the Government of the Philippines;
- C. To be able to provide a procurement system that will be able to link with other Government Registration Database to allow the electronic validation of supplier records;
- D. To be able to generate data for the Agency Procurement Compliance & Performance Index (APCPI) for the compliance and performance monitoring of agencies;
- E. To provide access to structured open data on all stages of procurement using the Open Contracting Data Standard.
- F. To interface with the BTMS. In the future, it is envisioned to be a component part of the government-wide Integrated Financial Management Information System (IFMIS) to enable agencies and stakeholders to secure complete and timely information on what was planned as against what was actually procured and the actual spend the government incurs in procurement empowering them to make sound policies on government procurement for the proper utilization of the government funds.

III. Scope of Work

- Customization and implementation of a modern EGPS, with functionalities as specified in Annex "A" of the TOR, and related system development and/or configuration, integration and maintenance services.
- Configuration of the EGPS using Services Oriented Architecture (SOA) for the functionalities that will support new electronic procurement methods that the government will adopt to modernize the Philippine government procurement processes. The system should be designed and developed as a cloud-based

solution. It should be parameter driven, supports workflow configuration, code customization, open integration and backwards compatibility.

- Provision of all necessary technical advisory, planning and implementation services for the timely and smooth migration and conversion of all data and users from the existing PhilGEPS to the modernized EGPS.
- Provision of cloud hosting solution within Association of Southeast Asian Nations for production, disaster recovery, mirror, training and testing sites required for the effective, efficient and continuous operation and technical support of the EGPS.
- Design, plan and implement change management strategies to ensure smooth and successful implementation of the modernized system.
- Provision of operational and technical support of the EGPS for ten (10) months.
- Provision of post-implementation operation and technical support for six (6) months as warranty period.

IV. Manpower Requirements

Position	Description	Required Number
Project Director (Key personnel)	Person who strategically oversees, monitors and manages the project. Provides day to day direction and leadership to the project team and ensures that the project will be delivered on time. Preferably five (5) years experience in managing projects.	1
Deputy Project Director (Support staff)	Provide assistance to Project Director in overseeing, monitoring and managing the project. Preferably two (2) years experience in managing ICT projects.	1
Application Implementation Manager/ Solution Architect	Responsible for overall system design and construction, software and hardware. Develops system architecture plan.	1

(Key personnel)	Preferably five (5) years experience in system architecture/design and construction	
System Analysts (Support Staff)	Responsible for system design and construction, software and hardware. Preferably one (1) year experience in system architecture/design and construction	2
ICT Infrastructure Implementation Manager / Architect (Key personnel)	Responsible for the detailed technical documentation describing the construction and implementation of the hardware and system software. Develops the security plan and disaster recovery plan. Provides all necessary tools, procedures, facilities and services to safeguard the integrity, reliability and availability of the system. Preferably five (5) years experience in managing ICT environment including networks, servers, desktop/laptop and operating systems. Ensuring network infra and its associated technology operate efficiently and securely.	1
Application Development Lead (Key personnel)	Responsible for directing the development team in the design, development, coding, testing and debugging of applications. At least five (5) years experience in technical design and development of cross-functional, multi-platform application systems.	1
Application Developer / Programmer (Support staff)	Development, coding, testing and debugging of applications. Preferably one (1) year experience in technical design and development of cross-functional, multi-platform application systems.	12
Technical Support Lead (Key personnel)	Responsible for leading, developing, mentoring and auditing the quality control for the Technical and Operation Support Team. Ensures that the Service Level Standards/Agreement is met. Provide the necessary staffing to ensure the continuous operation of the system twenty four (24) hours a day, seven (7) days a week and to	1

	<p>perform operational support which includes but not limited to: daily backups of all systems and database, performance monitoring and implementation of system change and upgrade.</p> <p>Preferably five (5) years experience in technical and operation support.</p>	
<p>Technical Support Staff</p> <p>(Support staff)</p>	<p>Team that ensures that the Service Level Standards/Agreement are met.</p> <p>Preferably one (1) year experience in technical and operation support.</p>	3
<p>Lead Database Administrator / Analyst</p> <p>(Key personnel)</p>	<p>Responsible for the performance, integrity and security of a database. Defines technical requirements related to database administration. Recommends solutions by defining database physical structure and functional capabilities, database security, data backup and recovery specifications.</p> <p>Preferably five (5) years experience in database administration</p>	1
<p>Database Administrator</p> <p>(Support staff)</p>	<p>Responsible for the performance, integrity and security of a database.</p> <p>Preferably two (2) years experience in database administration</p>	3
<p>Lead Business Process Analyst</p> <p>(Key personnel)</p>	<p>Responsible in planning, designing, developing, and launching efficient business, financial, and operations systems in support of core organizational functions and business processes. This includes gathering and analysing data in support of business cases, proposed projects, and systems requirements. Also responsible for generating and compiling reports based on the findings, complete with probable causes and possible solutions to systems issues. Conducts functional and integrated testing and verifies system operation.</p> <p>Preferably five (5) years experience in defining functional/non-functional</p>	1

	requirements, designs, and implementation of business process. Conduct functional and integration test.	
Business Analysts (Support staff)	<p>Gathering and analysing data in support of business cases, proposed projects, and systems requirements.</p> <p>Preferably one (1) year experience in defining functional/non-functional requirements, designs, and implementation of business process. Conduct functional and integration test.</p>	4
Lead Quality Assurance Expert (Key personnel)	<p>Responsible for creating an end-to-end test plan; executing the plan and managing all activities in the plan to ensure that all the objectives are met and that the system works as expected. The system should be tested in terms of functionality, performance, security, scalability, reliability, stability and compatibility.</p> <p>Preferably five (5) years experience in quality assurance and conducting all necessary testing before and after system deployment</p>	1
Quality Assurance Engineers (Support staff)	<p>Responsible in the testing of functionality, performance, security, scalability, reliability, stability and compatibility.</p> <p>Preferably one (1) year experience in quality assurance and conducting all necessary testing before and after system deployment</p>	4
Domain Expert: Government Procurement Expert (Key personnel)	<p>Knowledgeable in the principles and practices of government procurement, procurement organization framework, procurement planning and contract management.</p> <p>Preferably two (2) years experience in public procurement, preferably in e-Government Procurement System implementation</p>	1
Change Management / Training Lead	Responsible for applying a change management process and tools to create a strategy to support adoption of the changes required by a project or initiative. Support the	1

(Key personnel)	<p>design, development, delivery and management of communications. Conduct impact analyses, assess change readiness and identify key stakeholders. Provide input, document requirements and support the design and delivery of training programs.</p> <p>Create actionable deliverables for the five (5) change management levers: communications plan, sponsor roadmap, coaching plan, training plan, and resistance management plan.</p> <p>Preferably five (5) years experience in change management and training</p>	
Change Management Experts (Support staff)	<p>Responsible for applying a change management process and tools to create a strategy to support adoption of the changes required by a project or initiative.</p> <p>Preferably two (2) years experience in change management and training.</p>	2
TOTAL		41

- As a general rule no changes shall be made in the Key Personnel and Support Staff.
- The Consultant may change its Key Personnel and Support Staff only upon prior approval and for justifiable reasons as may be determined by the Government agency, 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.
- 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 above, the Consultant 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.

- The number of Support Staff can be reduced dependent on the commercial off-the-shelf system (COTS) to be used and customizations that shall be agreed upon with the End-User Unit.

V. Outputs/Deliverables

The following outputs/deliverables shall be accomplished within the agreed timelines:

1. Inception Report that shall include the following:

A. Modernization of the PhilGEPS service

A.1 Project Plan

This shall include agreed milestones by which key tasks must be completed, estimated start and finish dates for each activity, the resources assigned to the activity, delivery schedule containing the deliverables and a payment schedule setting forth the amount and time of the Service Provider's compensation

A.2 Detailed Specifications

This contains the specification of the business and technical requirements of the EGPS for each Phase and will be the basis for the development/configuration of the application. The document contains the system design, screen design and report design. It will define the requirements to be implemented by the software solution. The methodology and approach of the consultant will be the basis and can come in a variety of different formats.

A.3 Application Architecture

This document provides the organizational design of the entire software application, including all sub-components and external applications communication. These are design patterns that are used to define the type of architecture, and these patterns help to communicate how an application will complete the necessary business processes as defined in the system requirements. The proposed eProcurement Application should be highly robust, interoperable, scalable, and designed following a Service-Oriented-Architecture (SOA) approach.

A.4 Training Plan for PhilGEPS support office

The Training Plan documents the approach to train PhilGEPS Support Office on the use of the new system and include the following sections, at the minimum:

- Instructional Method – describes methods to be used in conducting the courses and the methods to be used in evaluating the effectiveness of the training.
- Training Resources – contains resources required by both instructor and trainees for the training and procedures for future training on new features.
- Training Curriculum – provides descriptions of the components that make up each course. Each course description includes course name, goal, length of time the course will take, the schedule, expected class size, and the target audience.

A.5 Transition Plan

This layout the tasks and activities that need to take place to efficiently deliver the transferring of data from the existing PhilGEPS to the modernized EGPS.

A.6 Migration Plan

This document details the method for transferring the data from the existing PhilGEPS to the EGPS.

A.7 Knowledge Transfer Plans

This documents the approach for bringing PhilGEPS managers and technical personnel to operate, maintain, configure and modify the system including operation of the testing tools, supporting infrastructure, and security

A.8 User Acceptance Test (UAT) Plan

The UAT test plan outlines the strategy that will be used to verify and ensure that the EGPS meets and satisfies its business requirements. It documents entry and exit criteria for UAT, test scenarios and test cases approach and timelines of testing.

B. Implementation of the EGPS Service

B.1 Operational Plan

This document will be drafted to prepare for the actual operations of the system. Included in this plan are the regular activities needed to be performed to ensure that the system responds to the service level and include the following section:

- PhilGEPS Operations Support Organization – describes the organization to support the operations of the EGPS.
- Operations Support Schedule – presents the availability of the EGPS service and Helpdesk Support Function. It also outlines the schedule for preventive maintenance.
- PhilGEPS Operations Procedures – provides detailed procedures on tasks that will be carried out to operate and maintain the EGPS.
- Database/Systems Administration Procedures – documents the initial installation, implementation of upgrades/patches, verification and testing of all system software (other than the e-Procurement application) that is installed in each hardware component or cloud at the production, mirror and staging sites including the backup procedure for all system and database files. Production database should be in sync with the mirror database.
- EGPS Application Software – documents the initial installation, implementation of upgrades/corrective programs, verification and testing of the e-Procurement application.
- Information Management Reporting Procedures – outlines the communication plan that will be implemented during the operational stage of the EGPS

B.2 Security Plan

This document contains the policies and procedures that plan to address the identified threats and vulnerabilities in the components and organization of the EGPS and include the following sections:

- Risk Analysis (identify the asset) and Management (identify the threats) – lists the various potential threats that should be included in the formal Security Policy.
- Drafting the Policy – outlines the different security policy that should be enforced to address the identified risks including its detailed steps and audit/monitoring.

- Incident Handling – details the procedures to be done/Implemented to mitigate and manage the impact of the security-related incidents that may occur throughout the operational phase of the EGPS

B.3 Disaster Recovery Plan

Also referred to as the Contingency Plan. This document encompasses the detailed procedures to be followed once an unforeseen interruption or disaster occurred.

In establishing DRP, the following areas will be considered:

- The production DB and the mirror site DB should be synchronized. In cases which the primary site becomes unavailable, there should be automatic failover to the mirror site.
- Disaster Recovery Plan Drills should also be conducted periodically to determine how effective the plan is and to determine what changes may be necessary. This may include performing server updates, modernizing your equipment, outsourcing additional network services, etc.

Furthermore, the document also includes the following sections:

- Disaster Management and Risk Analysis – This phase includes the creation of Disaster Recovery Team who will be responsible for creating, maintaining and implementing the disaster recovery plan. In this phase, the amount of damage and the various threats that can lead to a disaster or service interruption should be identified.
- Activating and Planning – The Emergency Response Team (ERT) is established in this phase. They will be responsible for preparing and executing a disaster recovery solution for any disaster or failure.
- Execution of the Disaster Recovery Plan – In this phase, the ERT begins executing the recovery activities as specified in the plan. An assessment of the recovery activities must be conducted to monitor the progress and ensure compliance with the established quality standards.

B.4 Change Management Plan

This plan documents the procedure in the event that any request for change after a sign off of a milestone was made. The plan includes:

- Procedures – outlines the detailed procedures and guidelines on change request
- Forms and Logs – contains all forms and logs used in the implementation of these procedures

Any change management plan must allow for non-compensable Change Orders, Routine Business Changes, Change Requests, Corrections, Debugging and Bug Fixings.

Only the following are the Compensable Change Orders: (a) those not directly related to the Services provided under this contract, (b) those requiring skills, competencies and training different from or more than the skills, competencies and training reasonably required to perform the Services under this Contract, (c) those which would, after taking into account time already spent for other Change Orders, would cost any member of the Team to work more than (40) man-hours per week, and (d) those for Compensable Technical Advisory and Planning Services.

B.5 Issue Management Plan

This documents the procedure on how the helpdesk request or call for assistance from PHILGEPS SUPPORT OFFICE will be handled including the escalation to 2nd level support. It shall include:

- Procedures – outlines the detailed procedures and guidelines on incident handling, escalation and severity guidelines
- Forms and Logs – contains all forms and logs used in the implementation of these procedures

B.6 Change Management for Users Plan.

This document contains the transition process on how users can easily adopt the new PhilGEPS features and functionalities and allow for a smooth transition from the current to the EGPS.

The Service Provider shall update the Inception Report after the implementation of each of the Phases and/or from time to time as the need arises.

2. EGPS application delivered in Four (4) Phases with Technical Specifications as specified in Annex A.
3. Documentation (Installation Guide, User Guide, Training Manual) for each of the Phases
4. One (1) year Maintenance and Operational Support of the EGPS including provision for manpower (Systems and Database Administrators, Technical Support), cloud services and software that should conform with the Service Level Standards (SLS) as set forth in Annex "B" and will handle the Projected Volumes as specified in Annex "C"
5. Six (6) months post implementation operation and technical support as part of the warranty.

VI. Project Organization

To manage the development of the EGPS, a project organization would be created as follows:

PhilGEPS support office responsibilities

- Provide overall executive management and supervision for the project;
- Manage the contract;
- Set policies and make major decisions on project activities;
- Monitor the progress of project implementation and compliance to service level agreement;
- Formulate new approaches and devise ways to speed up project implementation;
- Coordinate the availability of key staff involved, in the conduct of information gathering; and
- Report to the DBM Chief Information Officer the progress of the project;
- Elevate to the Government Procurement Policy Board (GPPB) issues concerning procurement policy. Ensure the availability of all the necessary data and information required for extensive information gathering;
- Review and validate inception plan documents;
- Defines functional requirements and business processes;
- Review and validate system design based on functional requirements;

- Ensure proper integration of the new e-Procurement System and BTMS;
- Conduct review and provide comments on the System Architecture design;
- Conduct review or Hire a consultant to conduct the review of the EGPS design and review of the customized functionalities as the development progresses;
- Develop the Acceptance Test Plan for Phase 1, Phase 2 and Phase 3 and conduct separate acceptance testing as to functionality for each of the three (3) Phases, individually and as an integrated system.
- Conduct load/performance and security test or hire service provider to conduct such test after implementation of each of the three (3) phases, individually and as an integrated system;
- Assist and coordinate the transition from the existing service provider.

Responsibilities of the e-Procurement Service Provider:

- Plan and manage all aspects of the project required to implement the EGPS application and service including a timely and smooth transition of all data and users from the existing PhilGEPS;
- Assignment of an On-Site Key Personnel and Support Staff;
- The Key Personnel and/or Support Staff shall report to work in proper office attire for at least eight (8) hours, excluding one (1) hour lunch break, between 7:00AM to 6:00PM, Monday to Friday, including declared working holiday and shall always be available on an on-call basis beyond regular working hours (including declared non-working holidays) at no additional cost to PS-PhilGEPS. This requirement is dependent on the approved work schedule to be agreed upon by the Consultant and End-User Unit.
- The Key Personnel and Support Staff are required to use the PS-PhilGEPS Biometric System for recording of attendance. Printout of Daily Time Record (DTR) from the PS-PhilGEPS Biometric System of each personnel, duly signed by the concerned head of office, shall be submitted to OIC-Deputy Executive Director – PS-PhilGEPS every 1st week of the succeeding month.
- The Service Provider shall designate a temporary replacement with the same qualifications subject to the approval of the PS-PhilGEPS office, in case of continued absence of personnel, planned or unplanned, of more than three (3) working days. Planned leave of absence shall be subject to the approval of the PhilGEPS office.

- At the end of each month, the performance of the Service Provider shall be assessed or evaluated by the Deputy Executive Director/Chief where the Key Personnel and Support Staff are assigned.
- Customize and configure the EGPS using Services Oriented Architecture (SOA) for the functionalities that will support new electronic procurement methods that the government will adopt to modernize the Philippine government procurement processes. Integrate or link all components of the service ensuring integration with the BTMS into a unified, seamless service that has the required "look and feel", adaptive to be displayed in all browsers and meets all the technical requirements indicated in Annex A using a standard development platform;
- Provide necessary technical advice to PhilGEPS, on the design and integration of the EGPS;
- Provide the necessary documentation (design and technical) of the EGPS;
- Provide necessary training to PhilGEPS personnel concerned, for a complete knowledge transfer;
- Ensure that system security is compliant with Open Web Application Security Project (OWASP);
- Provide 3rd party Apps that is required in the implementation of the activity of a particular module (e.g. Video Conferencing Apps for Pre-bid conference).
- Support the operation of the EGPS and the PhilGEPS office staff in accordance with the Service Level Standards specified under Annex E;
- Supply the cloud services within Association of Southeast Asian Nations required to deliver the EGPS to include SMTP email relay; Software licenses required shall be genuine, perpetual, full use with no additional cost.
- Configure the EGPS to support a peak load of 3,000 – 4,000 concurrent users and the projected volumes of transaction as specified in Annex C;
- Provide the necessary staffing to ensure the continuous operation of the EGPS, twenty four (24) hours a day, seven (7) days a week, and to perform normal operational support which shall include the following: daily backups of all system and data files; updates of the database with new notices; archiving of bid notices; bid opportunity matching; automatic distribution of bid supplements to all concerned registered users; database configuration and performance monitoring and implementation of system changes and upgrades as required;
- Establish a system for managing changes in the EGPS. This system shall be able to track all change requests and problems for the system and support services, and shall be the central

repository of all system changes and problems reported by any user of the EGPS;

- Provide all necessary tools, procedures, facilities and services as reasonably necessary to safeguard the integrity, reliability and availability of the EGPS service. In the event of a disaster or any unforeseen interruption, it shall be responsible for restoring the service as soon as possible. They shall secure the network against any unauthorized access and denial of service;
- Provide PhilGEPS Support Office a secured Virtual Private Network connection to production, training and testing environment
- Maintain a separate system that will include all system functionality of the EGPS. PhilGEPS support office will use this site to train new users on the PhilGEPS and another site to perform acceptance testing when new features and functions are added to the system. The training site will also feature the e-learning system;
- Provide all necessary tools, services, procedures and facilities to effectively store, retrieve process and safeguard from loss, unauthorized access or tampering all information. This includes all current and historical information on Merchants, Agencies and bidding information. The information management functions shall include, but not necessarily be limited to, provisions of access controls, off-site backups and a facility to provide the PhilGEPS support office with a full copy of all data in a mutually agreed machine readable format;
- Provide all the necessary technical support services for the timely establishment and ongoing operation and support of the EGPS service in accordance with the requirements of this TOR. The procedures should address change management, risk management and incident reporting;
- The Service Provider shall provide an infrastructure that is highly scalable, i.e., designed to handle increase in the number of users as projected on Annex E.
- The Service Provider shall apply an internal quality assurance program to ensure that the service standards are met. The Service Provider's quality assurance program shall monitor all critical processes, including but not limited to uploading of items in the e-catalogue, merchant's membership certificate processing, notice processing, order processing, e-bid submission and bid matching. The purpose of the quality assurance program shall be to identify and expedite the recovery from failures and to limit the occurrences of failures.
- In addition to updates, modifications, replacements or corrections to any part of the EGPS due to defects inherent in its design and operation, during the contract terms, the Service

Provider will promptly provide, at no additional cost, any upgrade/enhancements made on the system to be used for the modernization of the PhilGEPS.

- The Service Provider shall provide works (including source codes) resulting from the engagement as originating from these TOR shall be the sole property of the End-User Unit which shall be turned over whenever required by the End-User Unit.
- The Service Provider shall provide an eGPS perpetual licensing model to the End-User Unit.
- Any cost for the Secure Socket Layer (SSL) Certificate during Contract Implementation shall be shouldered by the Service Provider.

VII. Project Cost

The modernization of the Government e-Procurement System will cost ONE HUNDRED FIFTY TWO MILLION PESOS (P152,000,000).

VIII. Project Schedule

Deliverables	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16
Inception Report																
Phase 1A																
Phase 1B																
Phase 2																
Phase 3																
Pilot Implementation																
Post Implementation																

IX. **Payment Milestone**

DELIVERABLES		PERCENTAGE (%) OF PAYMENT
Inception Report to include the Project Plan		5%
Phase 1A		20%
	I. PhilGEPS Homepage	
	II. Security Features (A. Authentication; C. Audit Trail)	
	III. Automatic Notification and Feedback Mechanism (A. Email Notification)	
	IV. Central Registration (A. Merchant Registry; B. Government Agency Registry; C. System Administrator; D. Auditor; E. Other Organizations)	
	V. User Dashboard and Analytics	
	VI. Site Administration	
	VII. Electronic Bulletin Board (A. Opportunities Listing; B. Integrated Notices Publication (INP))	
	VIII. Government Agency Services (Annual Procurement Plan; Bid Notice Posting - Bid Notice Creation, Bid Supplement; Award Notice Creation - Award for Posted Bid Notices, Award for Alternative Modes of Procurement)	
	XI. Procurement Management Information System (A. Management Report)	
	Documents: Detailed Specifications; Application Architecture; Training Plan for PhilGEPS support office; Transition Plan; Migration Plan; Knowledge Transfer Plans, UAT Plan; Operational Plan; Security Plan; Disaster Recovery Plan; Change Management Plan; Issue Management Plan; Change Management for Users Plan)	

Phase 1B		
	VIII. Merchant Services (A. Membership Upgrade, B.2 E-Bidding - E-Catalogue) IX. Government Agency Services (E. E-Catalogue)	15%
Phase 2		20%
	II. Security Features (B. Public Key Infrastructure)	
	III. Automatic Notification and Feedback Mechanism (B. Feedback Mechanism; C. Mobile App for Android and IOS tablets and smart phones)	
	VIII. Merchant Services (B.1 E-Bidding - E-Bid Submission, C. Merchant Payment to PS, D. Merchant Payment to PE)	
	IX. Government Agency Services (C.1 -5 Bidding Process - Pre-bid Conference, Bid Opening, Bid Evaluation, Post qualification, Filing of Request for Reconsideration\Protest)	
	X. Contract Management	
Phase 3		15%
	VIII. Merchant Services (B.3 E-Bidding - E-Reverse Auction)	
	IX. Government Agency Services (D.3 Award Notice Creation - Award for Framework Agreement Contracts)	
	XI. Procurement Management Information System (B. On-demand statistical reports and graphical data analysis of procurement data; C. Open Data Module)	
	XII. Links to Other e-Government Systems	
Pilot Implementation		
	Month 1	2.5%
	Month 2	2.5%
	Month 3	2.5%

	Month 4	2.5%
	Month 5	2.5%
	Month 6	2.5%
	Month 7	2.5%
	Month 8	2.5%
	Month 9	2.5%
	Month 10	2.5%

Annex A: Summary of Proposed Features / Functions

Annex A identifies the functional requirements for the development/configuration of the proposed EGPS. The EGPS must be a COTS that is interactive/user-friendly, web-based system (a requirement for user friendliness is specified in Annex F) and must also use System Oriented Architecture (SOA) approach which shall be as follows:

I. PhilGEPS Homepage

- A. The PhilGEPS Homepage shall be the landing page.
- B. The homepage shall display the system name, provide login access for users, and provide access to open opportunities, award notices, blacklisted suppliers, open data modules and other PhilGEPS related information.
- C. The homepage shall also support announcements and other messages
- D. The homepage shall follow the government web design standard.

II. Security Features

A. Authentication

- 1. System shall validate users of the system. It shall guarantee that the different services are accessible only to users with a verified identity.
- 2. User credentials must be encrypted following international encryption mechanism in secure locations in such a way that they cannot be retrieved even by the administrator.
- 3. Users must have access to information and functionality according to their respective roles.
- 4. System must support appropriate security controls, including user roles with pre-defined access rights which control the data and functionality each user has access to.

B. Public Key Infrastructure

Facility of the system to authenticate bidders by using e-Signature/Digital Signature Certificates. This takes place at the time of logging in to the system, also at the time of submission and opening of the technical and financial

documents. This is in order to validate that the session has not expired at the time of actual bid submission.

C. Audit Trail

1. System shall capture all events and access of the user to sensitive data of the application through an audit trail. This is to ensure that all transactions are being recorded which will serve as documentary evidences.
2. Users shall have access to their system activity log. Coordinator shall have access to the activity logs of all users on their organizations.

III. Automatic Notification and Feedback Mechanism

A. Email Notification

Facility to send e-mail notifications to the user's email address. This is associated with all the modules in the PhilGEPS Application such as Pending Task (of Dashboard), Central Registration, Bid Matching, Bidding Process, etc., which requires automatic notification in order to deliver a message to the user.

B. Feedback Mechanism

Allows the users of the system specifically the observers/auditors/merchants to provide feedbacks regarding the information posted and uploaded by the agencies and submit reports of observation. This facility will also allow them to share bid notices/award results to social media.

C. Mobile App for Android and IOS tablets and smart phones

1. This feature will allow all registered members of PhilGEPS to download a mobile application.
2. This will notify PhilGEPS users of new events and activities that are related to their access rights. Push notifications will be available for users of Android and Apple mobile devices. The mobile application's icon will have a count displayed for each alert not yet viewed. The notifications will also show in the status bar (for Android) and Notification Center (for Apple).

IV. Central Registration

A. Merchant Registry

1. This facility is for the registration of suppliers, distributors, manufacturers, contractors, and consultants collectively called "merchants".
2. There shall be an online registration for merchants. Online registrations are subject for approval of the Administrators. Once approved, system shall send login credentials to users through email.
3. Merchants shall be allowed to have multiple sub-organizations. Parent and sub-organizations structure shall have multiple levels.
4. All users shall have the ability to maintain their own profile information. Update of organization information shall be done by coordinator accounts.
5. Merchants shall have the ability to maintain their bid matching profiles and bank account information.

B. Government Agency Registry

1. This facility is for the registration of government agencies.
2. There shall be an online registration for government agencies. Online registrations are subject for approval of the Administrators. Once approved, system shall send login credentials to users through email.
3. Agencies shall be allowed to have multiple sub-organizations. Parent and sub-organizations structure shall have multiple levels.
4. All users shall have the ability to maintain their own profile information. Update of organization information shall be done by coordinator accounts.
5. Agencies shall have the ability to maintain suspended suppliers and blacklisted suppliers.

6. Agencies shall have the facility to create, assign and maintain BAC group for a particular procurement method of the organization. These BAC groups will then be used during the creation of notices.

C. System Administrator

A Super User (System Administrator) shall be allowed to create administrator accounts. Once created, system shall send login credentials to users through email.

D. Auditor

1. System Administrator shall be allowed to create auditor organizations and create coordinator accounts. Once created, system shall send login credentials to users through email.
2. All users shall have the ability to maintain their own profile information. Update of organization information shall be done by coordinator accounts.

E. Other Organizations

1. This facility is for the registration of observers, oversight agencies, and multilateral development banks (termed as "other organizations").
2. There shall be an online registration for other organizations. Online registrations are subject for approval of the Administrators. Once approved, system shall send login credentials to users through email.
3. Organizations shall be allowed to have multiple sub-organizations. Parent and sub-organizations structure shall have multiple levels.
4. All users shall have the ability to maintain their own profile information. Update of organization information shall be done by coordinator accounts.

V. User Dashboard and Analytics

- A. This shall be the default page once a user has logged into the modernized e-Procurement application.

- B. This facility shall include a list of pending task which shall be displayed for the user but because different types of users are involved in different stages of the process, each type of user shall have a different set of pending tasks.
- C. This shall work as a reminder for all the users about the tasks that they need to take certain follow-up actions, e.g. approval/disapproval of registrations, documents and payments, document ordering or drafting of messages, etc.
- D. The analytics shall provide on-demand statistical reports, and graphical data analysis on the procurement information the user entered on the system.

VI. Site Administration

- A. This facility shall allow the System Administrators to manage the modernized e-Procurement application.
- B. System Administrators shall have the ability to maintain various reference files, chart of accounts, terms and conditions, email templates, texts and messages. System administrators shall also be allowed to configure workflows, business rules and forms.
- C. System Administrators shall have the ability to maintain organization and contact profiles. They shall be allowed to create, update, and cancel organization or contact profiles; or change/reset user passwords.
- D. System Administrators shall have the ability to act as registered user.
- E. System Administrators shall be allowed to update and maintain all information published on the homepage without the service provider's assistance.
- F. System Administrators shall have the ability to read all log files and access system activity reports. They shall be allowed to browse transaction records and download transaction records in a delimited format.

VII. Electronic Bulletin Board

A. Opportunities Listing

- This shall allow users to view/display/print bid notices and award notices in the modernized e-Procurement application. This includes the listing of open opportunities (active notices), former opportunities (awarded, closed, shortlisted and failed notices), award notices, and annual procurement plan.
- Users shall be allowed to search and browse through the notices and results.
- Merchants shall be able to order bid documents however they should be logged in to the new e-Procurement application.

B. Integrated Notices Publication (INP)

- This is a facility for the bid and award notices posted in the new e-Procurement System to automatically be published in the government agencies' own websites using an Application Program Interface (API). This is to ensure the widest possible information dissemination to and in line with the principle of transparency and competitiveness as mandated in RA 9184, Art. VII, Sec. 21.
- Using a code that will be embedded on the website of the government agency, system shall generate a listing of all bid and award notices posted by the government agency. The listing shall be displayed on the website of the agency.
- User shall be redirected to the PhilGEPS website to display the notice abstract.

VIII. Merchant Services

A. Membership Upgrade

1. This facility shall introduce a membership structure among merchants, in which a merchant can gain access to the additional services that PhilGEPS offers. Merchants shall be issued a Certificate of PhilGEPS Registration with the corresponding membership classification.
2. Merchants shall be allowed to upload and maintain copies of their eligibility documents in the new e-Procurement

application. They shall also be allowed to manage their ongoing/completed projects and consultant listings.

3. Merchants shall be allowed to advertise products or events which shall be displayed in the form of paid website ads and visible to all members while accessing new e-Procurement System.
4. Merchants shall also be allowed promote their products through an Advertisement facility, which is a quick promotion of product information which includes banner ads, display ads, etc.)

B. E-Bidding

1. E-Bid Submission

- a. This is the facility that allows merchants to submit their bids using the form specified in the bidding documents where Technical and Financial proposals may be separate sealed envelopes.
- b. Merchant shall be able to request for clarifications. They shall also be allowed view clarification responses.
- c. Merchants shall be allowed to create online bid proposals using the forms provided by procuring entities. They shall be able to save draft versions of bid proposals.
- d. Merchants shall be able to submit their proposal electronically or manually. This can be configured in the Site Administration.
- e. System shall allow the submission of joint venture (JV).
 - i. This is facility for a merchant to create a JV to submit, modify and update the bid requirements together with other interested merchants.
 - ii. All merchants in the JV shall confirm the creation of the JV before the primary partner will be allowed to submit their bid.
 - iii. JV shall be formed for a specific bid notice only.
- f. System shall check if the submission is done on or before the deadline of bid submission specified on the

schedule of activities of the bid notice. Late bids shall be tagged accordingly and shall not be allowed to be opened.

- g. Merchants shall be allowed to modify or withdraw their bids before the deadline of bid submission.
- h. System shall inform the merchant on the result of the submission process (whether successful or not successful) by displaying bid submission confirmation page, which can be printed by the merchant.
- i. System shall provide a mechanism to secure the bid proposals submitted electronically, such as but not limited to the use of public key infrastructure.

2. E-Catalogue

- a. Merchants shall be allowed to post common-use and non-common use goods, supplies, equipment and materials in the catalogue.
- b. Merchants shall be allowed to create items offline using templates that can be downloaded from the system. Once finished, they shall login to the system to upload the filled-out template.
- c. System shall validate if the template is properly and completely filled-out. System must extract and display the content of the template to allow the user to validate before posting the item in the catalogue.
- d. The catalogue template must define the necessary information of the item, such as UNSPSC, local code, description, unit of measure, brand, manufacturer, price, images, URL, model number, etc.
- e. System shall support a workflow before the submitted items are made available in the catalogue.
- f. Merchants shall be allowed to update or upload a new version of the item.

- g. Merchants shall be allowed to receive request from quotations / purchase orders from government agencies through the e-catalogue.
- h. Merchants shall be allowed to submit quotations or process purchase orders from government agencies.

3. E-Reverse Auction

This facility shall allow eligible vendors to participate in a type of auction in which the roles of buyer and seller are reversed. In an ordinary auction (also known as a forward auction), buyers compete to obtain goods or services by offering increasingly higher prices. In a reverse auction, the sellers compete to obtain business from the buyer and prices will typically decrease as the sellers underbid each other.

C. Merchant Payment to PS

This module will be utilized by merchants and PhilGEPS in capturing and recording payment for certain fees such as membership fees, bid document fees for PS, additional contact fees, and whatever PhilGEPS offers in services deemed for payment.

D. Merchant Payment to Procuring Entities

Connectivity with the bank/e-payment gateways for the payment of Bid Documents, posting of Bid and Performance Securities.

IX. Government Agency Services

A. Annual Procurement Plan

- 1. This shall be the facility for government agencies to input their Annual Procurement Plans. Under the IRR of RA 9184 Section 7.2 "No procurement shall be undertaken unless it is in accordance with the approved APP of the government agency".
- 2. This module shall be displayed in web forms with the capability to accept uploaded Excel files from the users.

3. Agency shall be able to download the APP template that will be used in creating procurement plans. The template shall include all the necessary information of the items to be procured, such as UACS, UNSPSC, description, quantity, unit of measure, budget, dates of procurement activities, funding source, etc.
 4. Agency shall be able to upload the filled-out APP template. System must check if the PE followed the template and if there are no null entries. System must extract and display the content of the template to allow the user to validate before submitting the plans.
 5. Agency shall be able to modify or update the submitted annual procurement plan.
- B. Bid Notice Posting
1. Bid Notice Creation
 - a. This is the facility for the government agencies to create bid notices for the different methods of procurement (which also include Alternative Method of Procurement), and upload bid documents including plans and drawings. System must support different workflows, including review and approval process, for different procurement modes and different evaluation criteria.
 - b. Government agencies shall be allowed to setup the schedule of activities, and the submission checklist/questionnaire per notice.
 - c. Government agencies shall be able to assign the BAC group that will handle the project. Only the members of the BAC group are authorized to open, evaluate and records results of the bidding activities.
 - d. Depending on the mode of procurement, government agencies shall be allowed to invite merchants to participate on the procurement process. They shall be able to search for and select merchants from the directory.

- e. Government agencies shall be allowed to save draft notices.
- f. Government agencies shall be allowed to create notices offline using templates that can be downloaded from the system. Once finished, they shall login to the system to upload the filled-out template. System must extract and display the content of the template into a notice abstract to allow the user to validate before posting the notice.
- g. System shall be able to validate if the created notice is included on the annual procurement plan.
- h. System shall allow the government agencies to post notices online through a batch process. Once a notice is posted, it can no longer be edited
- i. Agencies shall be allowed to fail or cancel posted notices.

2. Bid Supplement

- a. This shall be the facility for the government agencies to specify the updates to the Bidding Documents and the Schedule of Activities.
- b. Government agencies shall be allowed to upload supporting documents or documents that were amended for various reasons specified in the R.A. 9184 and the IRR.
- c. Government agencies shall be allowed to respond to questions or clarifications through the system
- d. System shall inform the merchants that downloaded the bidding documents once bid supplement is posted.

C. Bidding Process

1. Pre-bid Conference

This is a venue for the BAC to explain to the bidders the bid requirements, conditions of the contract and details of the TOR. An online meeting system will be used to conduct the Pre-bid Conference activity. And

once a pre-bid conference is ongoing or has started, the URL of the said meeting will be displayed in the corresponding bid notice abstract. The 3rd party videoconferencing application to be used for this will be included in the deliverables of the vendor.

2. Bid Opening

- a. This is the facility for the Bids and Awards Committee to record the opening of bids submitted manually and electronically via the website.
- b. System shall display all the merchants that submitted bid proposals electronically only after the deadline of bid submission and bid opening date and time is met.
- c. Government agencies shall be able to update the bidders list to record manual submissions.
- d. System must check for quorum, that is, if majority of the BAC members are present and either the BAC chairperson or BAC vice chairperson is present before the actual opening of bid proposals.
- e. System must support a mechanism to securely retrieve and open bid proposals submitted during submission stage, such as but not limited to the use of public key infrastructure.
- f. System must support the opening of different envelopes separately in case it was defined on the workflow.
- g. Government agencies shall be allowed to enter results of opening of manually submitted bids.
- h. System shall be able to generate Abstract of Bid as Read, a compilation of bidders and their respective bids submitted. System shall allow the report to be printed by the user.
- i. Once the bid opening is recorded and completed, system shall notify all bidders of the result of bid opening. System shall also notify bidders that were declared ineligible to allow them file request for reconsiderations.

3. Bid Evaluation

- a. This is the facility for the Bids and Awards Committee to record the results of bid evaluation electronically as well as to evaluate bids (technical and financial) electronically.
- b. System must allow the members of the technical working group (TWG) to access and open the bid proposals submitted electronically.
- c. System shall allow collaborative evaluation where TWG members can provide their evaluation scores/results. System must calculate and display the overall score of the evaluated bids.
- d. System shall be able to generate Abstract of Bid as Calculated, a compilation of bidders and their respective bids calculated by the system.
- e. System shall determine the ranked 1 bidder based on the lowest calculated bid for goods and civil works, or highest rated bid for consulting services.
- f. Once the bid evaluation is recorded and completed, system shall notify all bidders of the result of bid evaluation.

4. Post qualification

- a. Government agencies shall be allowed to invite only the ranked 1 bidder and request additional documents for post qualification electronically. If there are 2 or more ranked 1 bidders (tie during evaluation), government agencies shall invite all bidders to submit post qualification documents.
- b. Invited bidder/s shall be allowed to submit post qualification documents online. In case of manual submission, government agencies shall be able to record the manually submitted post-qualification documents.
- c. System must allow the members of the technical working group (TWG) to access and open the bid

proposals and post-qualification documents submitted electronically.

- d. System shall allow TWG members to provide their evaluation results.
- e. System shall allow the post-qualification of the ranked 2 bidder only if the ranked 1 bidder is post-disqualified and so on.
- f. If 2 or more ranked 1 bidders pass the post-qualification, government agencies shall be allowed to break the tie by updating the ranking (that is after conducting a non-discretionary tie-breaking process offline).
- g. System shall be able to generate post-qualification report, a compilation of documents submitted by the bidders and their respective post qualification result.
- h. System shall determine the Lowest Calculated Responsive Bidder (LCRB) or to the Highest Rated Responsive Bidder (HRRB).
- i. Once post-qualification is recorded and completed, system shall notify all bidders of the result of post-qualification. System shall also notify bidders that were declared ineligible to allow them file request for reconsiderations.

5. Filing of Request for Reconsideration\Protest

- a. This is the facility that allows merchants to file Request for Reconsideration\Protest and upload the supporting documents at any stage of the Bidding.
- b. Merchants shall be notified of the results of every stage of bidding process.
- c. Merchants shall be allowed to file Request for Reconsideration\Protest and upload supporting documents within the prescribed period.
- a. Agencies shall be able to provide response to the request for reconsideration or protest.

D. Award Notice Posting

1. Award for Posted Bid Notices

- a. Government agencies shall be allowed to create an award notice to the Lowest Calculated Responsive Bidder (LCRB) or to the Highest Rated Responsive Bidder (HRRB).
- b. System shall retrieve the contact profile of the winning bidder and automatically populate the information in the form.
- c. System shall set the lowest between the submitted price and calculated price as the contract amount. System shall validate the contract amount against the approved budget of the contract.
- d. Government agencies shall be able to save draft award notice.
- e. Government agencies shall be allowed to create award notices offline using templates that can be downloaded from the system. Once finished, they shall login to the system to upload the filled-out template. System must extract and display the content of the template into an award notice abstract to allow the user to validate before posting the notice.
- f. Government agencies shall be able to post award notices online. They shall be allowed to update the award to include the notice to proceed and contract details.
- g. Government agencies shall be able to cancel posted award notices and re-award the notice by post-qualifying the next rank bidder in case of public bidding.
- h. For award notices from public bidding, government agencies shall be allowed to create and post notices for repeat orders, adjacent/contiguous contracts and take-over of contracts.

2. Award for Alternative Modes of Procurement (without Posted Bid Notices)
 - a. Government agencies shall be allowed to create and post award notices for procurement done using alternative modes of procurement that do not required advertisement.
 - b. Government agencies shall be able to select the winning bidder from the directory.
 - c. Government agencies shall be allowed to create award notices offline using templates that can be downloaded from the system. Once finished, they shall login to the system to upload the filled-out template. System must extract and display the content of the template into an award notice abstract to allow the user to validate before posting the notice.
 - d. Government agencies shall be able to update the award to include the notice to proceed and contract details.
3. Award for Framework Agreement Contracts
 - a. Government agencies shall be allowed to award framework agreement contracts to multiple merchants.
 - b. Government agencies shall be able to save draft award notice.
 - c. Government agencies shall be allowed to create award notices offline using templates that can be downloaded from the system. Once finished, they shall login to the system to upload the filled-out template. System must extract and display the content of the template into an award notice abstract to allow the user to validate before posting the notice.
 - d. Government agencies shall be able to post award notices online. They shall be allowed update the award to include the contract details.

E. E-Catalogue

1. Government agencies shall be able to search and view the listing of items uploaded by merchants in the e-catalogue.
2. Government agencies shall be able to view the details of the items included on the catalogue.
3. Government agencies shall be able to compare items and compare the prices from different merchants.
4. Government agencies shall be able to compare items from different merchants.
5. Government agencies shall be able to order common-use and non-common use items online through a virtual store.
6. Government agencies shall be able to invite merchants to submit quotations or send purchase orders by creating web forms.
7. Government agencies shall be able to receive quotations and accepted purchase orders from merchants.
8. System shall support a workflow for processing the quotations or purchase orders.

X. Contract Management

- A. System shall support workflows that will allow government agencies and merchants to manage and monitor contract performance, contract payments, contract variations / amendment, contract extension, contract cancellation, contract completion and final evaluations, and guaranties.
- B. System shall provide an online contract template library.
- C. System shall support preparation and processing of invoices.
- D. System shall support management of liquidated damages.

XI. Procurement Management Information System

A. Management Report

1. System shall offer a comprehensive set of end-to-end functionalities that captures all of the relevant information for procurement management to incorporate performance indicators.
2. System shall provide a wide variety of reports on procurement data that are on the system.

B. System shall provide on-demand statistical reports and graphical data analysis of procurement data with pre-defined visualization and drill down capability. Observer Module

Facility for the Civil Society Organizations (CSO), Auditor and Private Associations to monitor all stages of procurement and submit reports. This allows the observers to generate reports, monitor the procurement processes, and monitor government agencies assigned to them in the case of Auditors.

C. Open Data Module

Facility to publish structured open data on each contracting process, according to the Open Contracting Data Standard. This will allow third-parties to access the latest public information on contracting processes via JSON APIs and bulk downloads in JSON and CSV formats, without requiring authentication. This should generate both OCDS releases and records according to the latest version of the OCDS specification available from [**http://standard.open-contracting.org**](http://standard.open-contracting.org).

XII. Links to Other e-Government Systems

A. Links with Other Business Registries

The new e-Procurement System, specifically the Merchants Registry should be linked with the Department Trade and Industry's (DTI) Philippine Business Registry (PBR) and the BIR's Tax Clearance System. The Philippine Business Registry is the database of DTI which is link with the Securities and Exchange Commission (SEC), Local

Government Units for Mayor's Permit, the Bureau of Internal Revenue (BIR) for Tax Identification Number (TIN) and other government agencies who issue permits and licenses for business establishments. The linkage with the PBR will validate automatically the authenticity of eligibility documents like the DTI Number for single proprietorships, SEC no. for corporations, Mayor's Permit from the LGUs and the TIN from the BIR.

- B. Link with Online Procurement Performance and Compliance Indicator System (OPPCIS), the online platform for the Agency Procurement Compliance and Performance Indicators System (APCPI).

These are procurement monitoring, assessment and evaluation tools developed to determine, in a qualitative and quantitative manner, procurement strengths and weaknesses of agencies, and formulate a reasonable action plan to address identified areas for improvement while adopting measures to sustain strengths alongside a competitive, transparent, economical, efficient and accountable public procurement regime.

- C. Link with the Budget and Treasury Management System

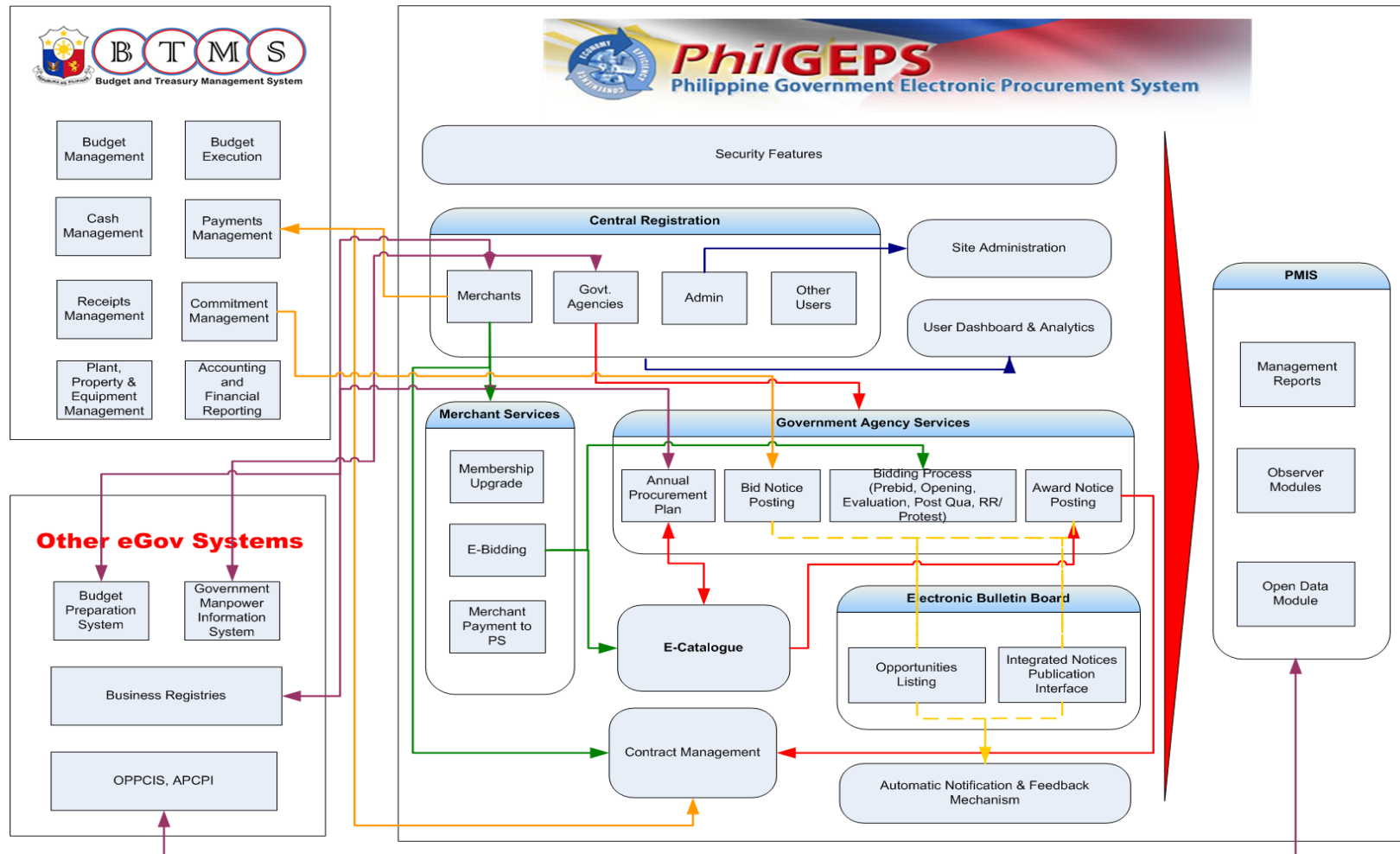
The BTMS is an integrated, web-based information management system for budget management, execution, accounting and reporting systems to be used initially by the Department of Budget and Management (DBM) and the Bureau of the Treasury (BTr) under the Department of Finance for budget execution and accountability. It aims to improve convenience, efficiency, accuracy and timeliness in fiscal management and reporting through the establishment of a common, integrated system covering budget execution and reporting in the oversight agencies, the DBM and the BTr. Additionally, it is also a means to ensure that before a purchase is committed, there is sufficient cash allocated for the expense and the allocation matches the appropriated budget.

The integration of the new e-Procurement System with the BTMS will allow the supplier to submit invoices online upon delivery of the goods and services required from him in the contract which will initiate the processing of payment in the BTMS. With this, the government will be able to track what was planned as against what was actually procured and the actual spend the government incurs in procurement.

PhilGEPS system handles all public contracts; spending data are captured for all public procurement procedures. The data are generated processed, and stored and can be used by the BTMS to produce statistical reports on past procurement data in order to generate forecasts for future expenditures. Such forecasts can be further analyzed and improved by procurement officials in the context of procurement planning exercises, which typically include spend and supplier analyses.

Note: Details of these functionalities will be discussed thoroughly during the requirements definition.

PhilGEPS Conceptual Framework



Annex B: Service Level Standards

The Service Provider shall commit to support the operation of the EGPS system and the PHILGEPS SUPPORT OFFICE staff in accordance to the following service level.

1. Except for Force Majeure, fortuitous events beyond the control of Service Provider and scheduled downtime, the Service Provider shall provide online access to the production site and training site of the EGPS service 24 hours a day, 7 days a week. The production site and training site of EGPS service shall not have a cumulative downtime of more than 30 minutes in any single day and shall not exceed a total cumulative downtime of more than 3 hours in any month, except for Force Majeure, fortuitous events beyond the control of Service Provider and scheduled downtime. *(Refer to Annex E SLA1 for equivalent Liquidated Damages and Penalties)*
2. Except for the last mile connectivity speed of the person accessing the system, which is not within the infrastructure provided by the Service Provider, the Service Provider shall configure the system to process such end user's request or Procuring Entity's requests running on the provided infrastructure within a period not to exceed 5 seconds per full page display (including but not limited to CSS, JavaScript and Images) for basic functions on the service during peak load usage periods. The Service Provider shall provide a real-time user monitoring and system monitoring tool that can be accessed by PhilGEPS at any given time. This tool will be used to ensure compliance to this requirement. *(Refer to Annex E SLA2 for equivalent Liquidated Damages and Penalties)*
3. The Service Provider shall operate a support line for PHILGEPS SUPPORT OFFICE that will be available during PHILGEPS SUPPORT OFFICE business hours, which is from 7 a.m. to 6 p.m. of the same day.

For any problems or inquiries reported or submitted by PHILGEPS SUPPORT OFFICE, the Service Provider shall provide within 24 hours a written response to PHILGEPS SUPPORT OFFICE with regard to initial assessment of the problem, and the course of action taken or proposed to be taken to solve the problem.

- a. The Service Provider shall respond to all communication to the support line within 30 minutes from the time a communication is received.
4. The Service Provider shall ensure that all functionalities are available:
 - a. The Service Provider shall ensure that all functionalities on production site and/or training site are free of critical errors (restore within a 24-hour period). *(Refer to Annex E SLA4.a for equivalent Liquidated Damages and Penalties)*

- b. The Service Provider shall ensure that all functionalities on production site and/or training site are free of major errors (restore within a 48-hour period). *(Refer to Annex E SLA4.b for equivalent Liquidated Damages and Penalties)*
- c. The Service Provider shall ensure that all functionalities on production site and/or training site are free of minor errors (restore within a 168 hours (7 days) period). *(Refer to Annex E SLA4.c for equivalent Liquidated Damages and Penalties)*
- d. The Service Provider shall ensure that all functionalities on production site and/or training site are free of security breaches/errors (restore within a 30-minute period). *(Refer to Annex E SLA4.d for equivalent Liquidated Damages and Penalties)*

5. Force Majeure:

The Service Provider shall notify PHILGEPS SUPPORT OFFICE of all Force Majeure events experienced on the production site and training site within thirty (30) minutes after the occurrence of the said Force Majeure event but not to exceed 15 days from existence thereof.

If as a result of the proximate cause of the Force Majeure, the Service Provider is unable to perform the material portion of the Services within 15 days, the Parties shall consult with each other with a view to agreeing on an appropriate measure considering the circumstances.

The Service Provider shall restore the system within a period not to exceed 60 days, unless parties mutually agree to extend the period to perform due to the circumstances surrounding the force majeure.

5.1 Scheduled Downtime:

The Service Provider shall notify PHILGEPS SUPPORT OFFICE of all scheduled downtime on the production site and training site at least one (1) week before the downtime. *(Refer to Annex E SLA5.1 for equivalent Liquidated Damages and Penalties)*

5.2 Service Interruption other than Force Majeure and Scheduled Downtime:

The Service Provider shall attempt to restore the system within 30 minutes;

Within the same 30-minute period, the Service Provider shall notify the Procuring Entity of its existence of the incident;

If the issue still persists despite attempts, the Service Provider shall within 30 minutes from notification, send the Procuring Entity with Information and updates as to measures being undertaken and other alternative measures to restore the system. *(Refer to Annex E SLA5.2 for equivalent Liquidated Damages and Penalties)*

6. The Service Provider shall ensure automatic failover to the mirror site to allow the EGPS service to continue to operate with no interruption to the service.
7. The Service Provider shall ensure that the service provider's network must be secured against unauthorized access, and the access should be controlled through a series of firewalls. The Service Provider must hire an independent security firm to determine whether fraudulent or unauthorized access has occurred or may occur. The Service Provider shall share any information from the security audit with PhilGEPS Support Office.
8. The Service Provider shall ensure and warrant that the EGPS shall not contain any viruses, Trojan horses, trap doors, back doors, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personnel information, or otherwise disturb the normal operation of the EGPS. *(Refer to Annex E SLA8 for equivalent Liquidated Damages and Penalties)*

Except for unknown and without any available fix (new attack and viruses) that intrudes the system, if the application system provided by the Service Provider contained any viruses, Trojan horses, trap doors, back doors, worms, time bombs, or other computer programming routines and the same has been validated, it shall be considered as a security breach/error and the Service Provider shall activate the back-up site (failover), the Service Provider shall be considered in breach of information security.

If the existence of the above disruptive elements become known and there is an available fix wherein the Service Provider fails to implement the said available fix in the failover resulting in the persistence of the issue, it will be considered a breach in security, for which PhilGEPS has the option to impose liquidated damages equivalent to the amount of liquidated damages for a 30-minute system downtime.

9. The Service Provider shall provide any relevant information, reports, plans, data or documents related to the operation and maintenance of the system, if requested to do so, within 24 hours. It shall warrant and certify as to the accuracy and correctness of all information, reports, plans, data or documents provided. *(Refer to Annex E SLA9 for equivalent Liquidated Damages and Penalties)*

10. Any notice of a breach of the service level standard shall be deemed final if not contested in writing within 48 hours. The imposition of liquidated damages should be read in conjunction with the specific service level of the above conditions. No LD shall be imposed unless mutually agreed by both parties.
11. Working hours; the Service Provider shall perform in accordance to schedule and provisions in the "Project Organization – Responsibilities of the e-Procurement Service Provider" specifically:
 - The Key Personnel and/or Support Staff shall report to work in proper office attire (*refer to PhilGEPS standard office attire*) for at least eight (8) hours, excluding one (1) hour lunch break, between 7:00AM to 6:00PM, Monday to Friday, including declared working holiday and shall always be available on an on-call basis beyond regular working hours (including declared non-working holidays) at no additional cost to PS-PhilGEPS. This requirement is dependent on the approved work schedule to be agreed upon by the Consultant and End-User Unit.

Annex C: Projected Volumes

The EGPS will replace the current PhilGEPS service, which is supporting a peak load of 3,000 – 4,000 concurrent users. The concurrent users will however be dependent on the system architecture design i.e. users in the system need not to be connected in the database at times. A well planned system/database architecture designed to handle increase in the number of users including concurrent users without degradation in the response time is a part of the deliverables of the service provider. As of September 15, 2017, the PhilGEPS supports 35,465 agencies and 128,678 suppliers, 152 civil society organizations and 383 auditors with a total number of 199,182 users. On average, 3,000 new bid notices with corresponding documents are published each day. Bid notices are normally advertised for 7 days for GOP funded projects and– 14 days for foreign funded projects, after which time the bid closes and the bid notice is transferred as a “Former Opportunity”. To date, over 4,350,701 bid notices and 4,301,213 corresponding bid documents have been published on the system (5 MB per file) including 1,292,808 award notices with 78,451 award of notice documents. All registered Suppliers subscribe to the PhilGEPS opportunity matching service which results in over 30,000 bid matches being sent via e-mail on a daily basis.

PHILGEPS SUPPORT OFFICE expects to add 45,000 new Suppliers by 2017 and 60,000 new suppliers by 2019 and 25,000 new Agencies by 2017 and succeeding years thereafter until 2019. It is expected that the number of bid notices will increase by 25% and the award notices by 75% by the time the EGPS is implemented. This will result in increased activity on the system, increased number of concurrent users and a greater number of bid matches being issued.

Currently, the Government of the Philippines-Official Merchant Registry (GOP-OMR) is fully implemented. The suppliers need to subscribe to Platinum membership in order for them to upload their eligibility documents electronically as well as bid proposals electronically. The number of suppliers who will subscribe to Platinum Membership is expected to be 7,000 on the initial 2 years of implementation. The average size of eligibility/bid documents to be submitted electronically by a registered supplier is about 30 MB so the projected size of the eligibility documents to be submitted electronically for 7,000 suppliers is 206 MB. The number of suppliers subscribing to platinum membership by the 2017 is expected to increase to about 20,000.

Annex D: Other Requirements – Data Exchange and User Friendliness*

D.1	Data Exchange
	System must support the use of UNSPSC and the Government's UACS
	System MUST support use of 'XML' and JSON standard formats for exchange of data between internal and external information systems. For open data publication, JSON and CSV serializations of the Open Contracting Data Standard MUST be supported
	System should use ' Web Services ' to create update or query information between the system and external systems. It is desirable that the interfaces be supported as ' Web Services ' as the systems that interact with the system may not be on the same platform.
	System should provide APIs to create, read, delete and update information through custom programs or integration middleware. Read capabilities are particularly important because the system does not merely collate information but serve as a batch / online source of information to other systems that either want to use the system to populate their own systems or to validate identity of users online.
	Web services and APIs should use a secured socket layer for transmitting data and require authentication and authorization procedures where necessary. Read APIs should support non-authenticated access to public data, with authentication only required to access privileged information.
	System should have support for 'Triggers' in the database to signal the creation or modification of User information so that the changes may be propagated to other systems.
	System should have 'publish/subscribe' architecture, in order to ensure that the information is correct, current, and securely accessed. This will permit Publishers to securely make available well defined web services and message based services by way of a Service Oriented Architecture (SOA) mechanism which can also be orchestrated and customized by the publisher.
D.2	Data Encryption
	System MUST have a suitable data encryption mechanism to protect data from unauthorized access during data transfer. The chosen encryption mechanism must be based on standard encryption algorithms are used, such algorithms must be made available to the Purchaser. The tenderer

	must specify the encryption mechanism used in the solution and must be accepted by the Purchaser prior to implementation.
	Confidential fields (passwords, name, ID numbers, etc.) in the database should always be encrypted. Encryption keys should never be saved in logs files when calling/executing an SQL statement.
	System MUST encrypt data end-to-end when transmitting through public networks and the WAN. The data transfer between application server and the client (web browsers) is expected to be secured using SSL 256-bit. Transition from transmission to storage encryption must be on a streaming basis.
D.3	User-Friendliness of the GUI
	System must use open standards , must be browser independent and mobile responsive.
	<p>System MUST use a consistent Graphical User Interface (GUI) throughout all functions including appearance, layout, placement, activation, response, exception handling, structure etc. and have the same "look and feel" as BTMS.</p> <p>For example:</p> <ul style="list-style-type: none"> ▪ Each type of screen items (buttons, editable fields, non-editable fields, pop-up lists, drop-down lists etc.) must use the same theme in all screens. Field state should also be distinctive. Disabled or non-editable objects should look disabled. Icons of disabled objects should also look disabled. (Recommended using CSS3) ▪ The type of functions assigned to special keys (e.g. F1 for help, F8 to save etc), shortcut keys (Ctrl+N for new, Ctrl+S to save etc), mouse buttons (i.e. left-click activate item, right-click to get relevant pop-up menu etc) must be consistent in all screens whenever applicable. ▪ Lists should be click/sortable, and support selection and action. Lists should be able to filter the results.(Ajax is required) ▪ Drop-downs lists must be available for selection where applicable. Drop down lists must be able to navigate via mouse and arrow keys and also support quick location based on matching characters entered via keyboard. (Ajax is required) ▪ Dates and time can be entered via keyboard or via a calendar control. ▪ Grid selection should support multiple selections and selections must be remembered when paging. (Ajax is required)

	<ul style="list-style-type: none"> ▪ Warn prior to executing destructive/critical, non-reversible steps and on exiting without saving changes. ▪ Personalized settings for language, notifications, start-up screen, etc. either via database or browser cookies.
	Screen navigation MUST be intuitive and where applicable, wizard driven.
	<p>System MUST make display fields non-editable.</p> <p>For example, if a Code of a Procuring Entity was provided, and the system retrieves the name of that Procuring Entity, the name field should not be editable.</p>
	System MUST have a facility to preview documents prior to publishing/printing such documents.
	The GUI interface should be based on the concept of tabbed pages for easy navigation. The tabbed pages should contain sets of related components to quickly and efficiently manage information.
	The GUI interface should be pleasing to the eye with the possibility of personalization.
	The GUI interface should have an intuitive presentation with pagination.
D.4	Application Help Features
	System MUST have an on-line context sensitive help which is well organized, indexed, and searchable. On-line help must be accessible from within the application in a selected language and downloadable as a '.pdf' file in all two languages.
	System should provide contextual help (advice & guidelines on use of the application features) for each function available in the application.
	System should have the ability for users to easily access the relevant help for the function they are currently using (e.g. help text linked to each screen).
	System should have the ability to conveniently search the help text using key terms relevant to the functions.

- lifted from the Worldbank e-GP Systems Specifications

ANNEX E: Liquidated Damages and Penalties

General Provision on Liquidated Damages for Delay as specified in Section 56 of the General Conditions of the Contract

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	Description	When	Amount
SCC 39.5	The Consultant may change its Key Personnel only for reasons of death, serious illness, incapacity of an individual Consultant, or until after fifty percent (50%) of the Personnel's man-months have been served	If the Consultant changed its Key Personnel not for reasons of death, serious illness, incapacity of an individual Consultant or before 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
SLA 1	The production site and training site of EGPS service shall not have a cumulative downtime of more than 30 minutes in any single day	On the 31 st minute of downtime	1/10 of 1% of the monthly billing for every 30 minutes downtime or a fraction thereof
SLA 1	The production site and training site of EGPS service shall not exceed a total cumulative downtime of more than 3 hours in any month	The total cumulative downtime in any month has exceeded 3 hours	1/10 of 1% of the monthly billing for every 30 minutes downtime or a fraction thereof

SLA 2	The system shall have an average response time of no more than 5 seconds per full page display (including but not limited to CSS, JavaScript and Images) for basic functions on the service during peak load usage periods.	When average response time per full page display (including but not limited to CSS, JavaScript and Images) for basic functions on the service during peak load usage periods in a given week exceeds 5 second	1/10 of 1% of the monthly billing for every day that the average response time exceeded 5 seconds
SLA 4.a	The production site and training site are free of critical errors over any 24-hour period.	When a critical error is not resolved in production site and/or training site within 24 hours from the time the error is reported	1/10 of 1% of the monthly billing for every hour or a fraction thereof.
SLA 4.b	The production site and training site are free of major errors over any 48-hour period	When a major error is not resolved in production site and/or training site within 48 hours from the time the error is reported	1/10 of 1% of the monthly billing for every hour or a fraction thereof
SLA 4.c	The production site and training site are free of minor errors over any 168-hour period	When a minor error is not resolved in production site and/or training site within 168 hours (7 days) from the time the error is reported	1/10 of 1% of the monthly billing for every hour or a fraction thereof
SLA 4.d	The production site and training site are free of security breaches/errors over any 30-minute period	When a security breach/error is not resolved in production site and/or training site within 30 minutes from the time the error is reported	1/10 of 1% of the monthly billing for every 30 minutes or a fraction thereof
SLA 5.1	The Service Provider shall notify PhilGEPS Support Office at least one week before the scheduled downtime	On the 31 st minute of downtime when the Service Provider fails to notify the PhilGEPS Support Office at least 1 week before the scheduled downtime	1/10 of 1% of the monthly billing for every 30 minutes downtime or a fraction thereof

SLA 5.2	The Service Provider shall notify PhilGEPS Support Office at least 30 minutes before the unexpected downtime	On the 31 st minute of downtime when the Service Provider fails to notify the PhilGEPS Support Office at least 30 minutes before the unexpected downtime	1/10 of 1% of the monthly billing for every 30 minutes or a fraction thereof
SLA 8	The EGPS shall not contain any viruses, Trojan horses, trap doors, back doors, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personnel information, or otherwise disturb the normal operation of the EGPS	When the system contained any viruses, Trojan horses, trap doors, back doors, worms, time bombs, or other computer programming routines and the issue is not resolved in production site and training site within 30 minutes from the time the error is reported	1/10 of 1% of the monthly billing for every 30 minutes or a fraction thereof
SLA 8	The EGPS shall not contain any viruses, Trojan horses, trap doors, back doors, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personnel information, or otherwise disturb the normal operation of the EGPS	As soon as the Service Provider downs the system to resolve this issue	1/10 of 1% of the monthly billing for every 30 minutes or a fraction thereof

SLA 9	The Service Provider shall provide any information, reports, plans, data or documents requested within 24 hours	When the requested information, reports, plans, data or documents requested is not provided within 24 hours.	1/10 of 1% of the monthly billing for every hour or a fraction thereof
----------	---	--	--

ANNEX F: Minimum System Specifications

Users should have minimum internet connection speed of 2 MBPS to experience optimal loading of webpages.

Users of the system using Desktop / Laptop Computers should have the following specifications:

- Processor: 2 GHz
- Memory: 4gb RAM
- Operating System that can be used: Windows, Mac OS, Linux
- Browsers: Internet Explorer, at least version 9
 - Mozilla Firefox, at least version 52
 - Google Chrome, at least version 57
 - Safari, at least version 5
 - Must be cross-browser compatible

Users of the system can also use smartphones and tablets to access the eGPS.

ANNEX G: Definition of Terms

Critical Errors – are “showstoppers” or errors that make it impossible for users to perform mission-critical transactions such as, but not limited to, registration online, approving of registration, approving of payment, creating a notice, creating bid supplement, ordering of bid documents, submitting bids online, bid opening, evaluation, post-qualification, creating award notice, submitting an APR, approving of APR, submitting payment details, approving of payment details, setting of bid match and searching of opportunities. These errors also include system unavailability and data integrity issues with no workaround available.

Major Errors – are errors that impacted the major functionalities of the system or significant performance degradation is experienced and no reasonable workaround is available. Any deviations from the Requirements Definition document will also fall under this category. For example, problems that involves the design of the database, data validation and incorrect output such as wrong and inconsistent number of records selected, etc. Major cosmetic errors such as not following a standard format are also considered a major problem since the overall quality of the system is affected.

Minor Errors – are system performance issues and bug affecting some but not all users. Short-term workaround is available, but not scalable.

Security Breach/Errors - any incident that results in unauthorized access of data, applications, services, networks and/or devices by bypassing their underlying security mechanism

ANNEX H: Current System Configuration (Current PhilGEPS)

I. Software Configuration

1. Web/Application Server

- 1.1 Operating System: Windows 2003 Enterprise Edition
- 1.2 Web Utilities: IIS 6.0 SMTP, activePDF, OPSWAT, eTrust anti Virus
- 1.3 Database Utilities: Connection string in Windows Registry
- 1.4 .NET Frameworks: 1.1, 2.0, 3.0, 3.5, 4.0
- 1.5 PostSharp 2.0[2.0.8.1276]
- 1.6 3.5 SP1 (Not needed if PostSharp is not throwing an error)
- 1.7 MySQL Connector Net 6.5.4
- 1.8 Kaspersky: Min. version 6.0

2. Database Server

- 2.1 Operating System: Windows 2003 Enterprise Edition
- 2.2 Database: MS SQL 2000 Enterprise Edition SP3
- 2.3 .NET Framework: 4.0
- 2.4 MS SQL Community 5.5.27.1
- 2.5 Microsoft Visual C++ 2010 Redistributable Package (x86)

3. Client PC

- 3.1 Operating System: Windows 98, Windows 2000, XP, 2003, Vista, 7
- 3.2 Application Software: Mozilla Firefox

II. Technology Used On PhilGEPS Implementation

2. Phase 1 Implementation

The technology implementation of Phase I employs the following technology:

- DOT net Framework 1.1
- C# Programming Language

3. Phase 2 Implementation

The Phase 2 implementation consists of two (2) additional functionalities to PhilGEPS which are Virtual Store (VS) and Inventory Management System (IMS).

The technology implementation of Virtual Store employs the following technologies:

- DOT net Framework 2.0
- C# Programming Language
- AJAX

There is an upgrade on the version of the .net framework being used in PhilGEPS Phase 1A and 1B from 1.1 to 2.0. This enables Phase 2 development to be more robust and scalable in nature.

An introduction of AJAX was also employed. AJAX (Asynchronous JavaScript and XML) is a web development technique for creating interactive web applications. The intent is to make web pages feel more responsive by exchanging small amounts of data with the server behind the scenes, so that the entire web page does not have to be reloaded each time the user requests a change. This is intended to increase the web page's interactivity, speed, and usability.

ASTICOM uses JQUERY and EXT java script libraries to implement AJAX.

For Inventory Management System (IMS), the following are implemented:

- Microsoft Dynamics Great Plains (Microsoft Dynamics GP)
- Citrix XenApp Server

Microsoft Dynamics GP is a richly featured business management solution that allows organizations to use familiar, powerful software to operate and grow their business. It equips the people in the organization to keep pace with the competition, manage changing markets, enable unique business requirements, and connect the full range of business processes across the organization.

Microsoft Dynamics GP will run on a citrix platform to allow the software to be accessed over the Internet.

CITRIX technology focuses on software and services specialized in virtualization and remote access for delivering applications over a network and the Internet.

Citrix XenApp, formerly Citrix MetaFrame Server and Citrix Presentation Server, is the Citrix solution used on Microsoft Dynamics GP. It hosts Microsoft Dynamics GP on central a server and allows users to interact with them remotely or stream and deliver them to user devices for local execution.

Citrix XenApp utilizes Citrix Systems' proprietary presentation layer protocol or thin client protocol called Independent Computing Architecture (ICA). ICA transmits high-level window display information, much like the X11 protocol, as opposed to purely graphical information. Both local and

hosted application delivery methods in XenApp leverage existing network transmission protocols including TCP, HTTP, HTTPS, SMB and CIFS.

Citrix XenApp components include application hosting servers and web-based Citrix client. The server resides on a Microsoft Windows computer, which can be either standalone or part of a larger cluster (farm) of Citrix servers. In addition to concurrent user Citrix licensing, there must exist a Terminal Server Client Access License (CAL) and a Windows Server CAL from Microsoft for each client connection must be adequately licensed for the environment to function correctly. The web-based Citrix client is freely available under the name Web Interface for XenApp. The Web Interface may be used as a secure ICA proxy over HTTPS.

Users are allowed concurrent access with the following licenses:

- 18 concurrent licenses for Microsoft Dynamics GP
- 18 concurrent licenses for Citrix XenApp

3. Phase 3 Implementation

- 1.3.3.1 R3.1 – Extended Registry
- 1.3.3.1 R3.2 – Electronic Bidding (One Stage Bidding)
- 1.3.3.1 R3.3 – Electronic Bidding (Two Stage Bidding)

4. GEPS Tech Refresh Implementation

GEPS Tech Refresh used Virtualization by VMware.

Virtualization is a technology that transforms hardware into software.

Virtualization allows to run multiple operating systems as virtual machines on a single computer. Each copy of an operating system is installed into a virtual machine.

A virtualization layer is installed. It uses either hosted or hypervisor architecture.

A virtual machine, from the user's perspective, it is a software platform that, like a physical computer, runs an operating system and applications. From the hypervisor's perspective, it is a discrete set of files, and these are the main files: configuration file, virtual disk file, NVRAM disk file and log file.

By using virtual machines, it easy to move and copy – encapsulated into files and independent of physical hardware. It easy to manage – isolated from other virtual machines running on the same physical hardware and insulated from physical hardware changes.

VMware vSphere is most commonly used for creating a responsive datacenter with a virtualized IT infrastructure.

Datacenter administrators use VMware vSphere for the following: solving the problems of server proliferation (lack of space, power and cooling in server rooms) by replacing single-application servers with virtual machines consolidated onto much smaller number of physical files; making better use of server hardware by deploying new servers in virtual machines to avoid adding more underutilized servers to the datacenter; and provisioning new servers in virtual machines, which takes minutes rather than the days or weeks necessary for provisioning a physical hardware.

VMware ESXi provides a virtualization layer that abstracts the processor, memory, storage and networking resources of the physical host into multiple virtual machines. VMware ESXi is a hypervisor that create the foundation for a dynamic and automated datacenter.

VMware ESXi features, can use standard and distributed virtual switches, NIC teaming and VLANs; can use the VMware vStorage VMFS for storing virtual machines; can be managed by VMware vCenter Server; can take advantage of various VMware vSphere features, such as VMware VMotion; and can be accessed using the VMware vSphere Client.

VMware ESXi is an enterprise-class hypervisor with a thin 32MB footprint for added security and reliability.

A VMware ESXi host can be accessed using a number of interfaces, such as the vSphere Client (connected directly to the host or to vCenter Server), the vSphere Command-Line Interface (vCLI), the vSphere API/SDK, and CIM (Common Information Mode). CIM is a management standard promoted by the Distributed Management Task Force. Much of the information that you can find using the CIM interface is also available through the vSphere API. However, there is some information that can be found only through CIM; most important, the health status of the hardware hosting ESXi.

Under VMware ESXi, applications running within virtual machines access CPU, memory, disk and network interfaces without direct access to the underlying hardware.

VMware ESXi is supported on Intel processors, Xeon and above, or AMD Opteron (32-bit-mode) processors. ESXi includes a 64-bit VMkernel. As a result, servers with 32-bit-only processors are not supported. ESXi offers support for a number of 64-bit guest operating systems.

VMware Management Platform: vCenter Server is the central point for configuring, provisioning and managing virtualized IT environments.

VMware vCenter Server consists of the following services and interfaces:

- Core Services – This represents the core functionality of the vCenter Server, which includes management of resources and virtual machines, task scheduling, statistics logging, management of alarms and events, virtual machine provisioning, and host and virtual machine configuration.
- Distributed Services – This is the additional functionality of the vCenter Server; for example, VMotion, DRS, and VMware HA. They are installed with vCenter Server.
- Plug-In - This is also additional functionality. It is packaged separately from the base product and requires separate installation. No additional license is necessary. Examples of plug-ins include VMware vCenter Update Manager and vCenter Converter.
- Database Interface – This provides access to the vCenter Server database.
- ESXi Management – vCenter Server provides access to the ESXi host using a vCenter Server agent (also known as the vpxa process), which is installed on the host when it is added to the vCenter Server inventory. The vCenter Server agent communicates with the host agent (also known as the hosted process) to relay the task to perform on the host. The host agent, like the vCenter Server agent, resides on the ESXi hosts.
- Active Directory Interface – This provides access to domain user accounts.
- VMware vSphere API – Along with the vSphere SDK, the vSphere API provides an interface for writing custom application that access vCenter Server functionality.
- vNetwork capabilities optimally align physical and virtual machine networking, and provide the networking for hosts and virtual machines.
- vNetwork supports two types of virtual switches: vNetwork standard switches – Virtual switch configuration for a single host; and vNetwork distributed switches – virtual switches that provide a consistent network configuration for virtual machines as they migrate across multiple hosts.

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Consultant]* is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

7. *[Name of Consultant]* complies with existing labor laws and standards; and
8. *[Name of Consultant]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

[Bidder's Representative/Authorized Signatory]

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 ____.

ANNEX C

Statement of all Government and Private Contracts Completed which are Similar in Nature

Business Name: _____

Business Address: _____

Name of Client including Point Person and Contact Details	Date of the Contract	Kinds of Consulting Services should include the URL	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract
Government					
Private					

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a) Projects should be completed within October 1, 2011 to September 30, 2017.
- b) Completed contract:
 - (i) If there are more than twenty (20) similar completed contracts in a year, state at least 20 completed contracts for said year.
 - (ii) If there are 20 or less similar completed contracts in a year, state all completed contracts for said year.
 - (iii) If there is no similar completed contract in a year, state none or equivalent term. This shall not be a basis for disqualification.
 - (iv) Indication of a zero or a dash shall mean that there is no ongoing contract for government or private as the case may be.

ANNEX D

List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started

Business Name: _____

Business Address: _____

Name of Client including Point Person and Contact Details	Date of the Contract	Kinds of Consulting Services	Value of Contracts including delivered and undelivered portions	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidded).
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term. Indication of a zero or a dash shall mean that there is no ongoing contract for government or private as the case may be.

STATEMENT OF THE CONSULTANT'S NATIONALITY

Department of Budget and Management

Bids and Awards Committee
 Building III, Gen. Solano St.
 San Miguel, Manila

Ladies/Gentlemen:

In compliance with the requirements of the Department of Budget and Management – Bids and Awards Committee (DBM BAC) for the bidding of the Acquisition and Customization of an Electronic Government Procurement System (eGPS), I/we hereby declare the following:

1. [Select one and delete the rest].

[If domestic entity consultant] That (Name of the consultant) is a domestic *sole proprietorship/partnership/corporation/joint venture* organized or formed under the laws of the Philippines;

[If foreign entity consultant] That (Name of the consultant) is a foreign *sole proprietorship/partnership/corporation/joint venture* organized or formed under the laws of the (Name of the country);

[If foreign entity consultant] That (Name of the consultant) is registered with the Securities and Exchange Commission and/or any agency authorized by the laws of the Philippines;

2. That the following are the proposed Lead Personnel:

Name of Proposed Personnel	Proposed Position	Nationality	Proof of Identification
1.	Project Director	Filipino	
2.	Application Implementation Manager/ Solution Architect	Filipino or Foreign (specify)	
3.	ICT Infrastructure Implementation Manager / Architect	Filipino or Foreign (specify)	
4.	Application Development Lead	Filipino or Foreign (specify)	
5.	Technical Support Lead	Filipino	

6.	Lead Database Administrator / Analyst	Filipino	
7.	Lead Business Process Analyst	Filipino	
8.	Lead Quality Assurance Expert	Filipino	
9.	Domain Expert: Government Procurement Expert	Filipino or Foreign (specify)	
10.	Change Management / Training Lead	Filipino	

3. That attached herewith are the Curriculum Vitae of the above-mentioned personnel (*Annex/es* ____); and
4. That the undersigned is/are the authorized representative/s for this public bidding as evidenced by herewith attached notarized authority.

Very truly yours,

Signature: _____
Name and Title of Authorized Signatory: _____
Name of Consultant/Company: _____
Address: _____ Contact No/s. _____

(Note: Please attach the notarized authority of the consultant's representative for the public bidding for this project)

ANNEX F**FIRM'S PROFILE**

Name of Firm		
Form of Organization	Year Established	
Business Address		
Principal Contact Person		
Telephone Number	Fax Number	Email
General Description and Technical Capabilities		

Field of Specialization and Type of Services					
Field		Service Provided		Experience (No. of Years)	
Company Officers and Key Personnel					
Name	Position	Education	Expertise	Years with Firm	Age
Current Number of Personnel					
Position		Number			
		Full time	Part time	Total	

Awards, Certifications, Relevant Distinctions		
Name	Given By	Date

Signature: _____
 Name and Title of Authorized Signatory: _____
 Name of Consultant/Company: _____

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

Department of Budget and Management

Bids and Awards Committee
Building III, General Solano St.
San Miguel, Manila

Ladies/Gentlemen:

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

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

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

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

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

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF 2. CONSULTANT'S REFERENCES

Relevant Services Carried Out Covering 24 Months Prior to the Deadline of Submission and Receipt of Technical Documents 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:
Name of Associated Consultants, if any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

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

On the Terms of Reference:

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

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

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

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

(Note: Describe in detail the Methodology and Work Plan)

TPF 5. 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.

1.1. Note: Include organizational chart indicating relationships amongst the Consultant and any partner, the Procuring Entity, the Funding Source and the GOP, and other parties or stakeholders, if any, involved in the project.

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

Note: All fields are mandatory. Indicate “N/A” if not applicable.

Proposed Team:					Please check: Key Personnel <input type="checkbox"/> Staff <input type="checkbox"/>	
Name of Position:						
Personal Information						
Name of Staff						
Address			Contact No.		Email Address	
Date of Birth				Citizenship		Civil Status
Work Experience (start from the current employment)						
Company Name	Inclusive Dates		Total (Years, Months)	Position Title	Actual Duties and Responsibilities	
	From	To				
Current Workload (include workload or projects form other companies, if any)						
Company Name	Inclusive Dates		Total (Years, Months)	Position Title	Actual Duties and Responsibilities	
	From	To				
Relevant Training (start from the most recent)						
Course Title	Inclusive Dates		Location	No. of Hours	Conducted / Sponsored by	
	From	To				

Education <i>(start from the most recent)</i>				
School	Inclusive Dates		Degree Course	Scholarships / Academic Honors Received
	From	To		

Professional Certifications, Other Credentials	
Title	Date Received

Note:

Photocopy of the following documents must be submitted together with the Curriculum Vitae to evidence educational attainment, work experience and professional certifications:

1. Diploma
2. Certificate of Employment
3. Professional Certifications and/or Licenses

Certification:

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

_____ Date: _____
Name and Signature

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 _____.

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Months (in the Form of a Bar Chart)								
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	No. of Months

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

Part-time: _____

Signature: _____
 (Authorized Representative)

Full Name: _____
 Title: _____
 Address: _____

TPF 8. ACTIVITY (WORK) SCHEDULE

	<i>[1st, 2nd, etc. are months from the start of project.]</i>							
	1st	2nd	3rd	4th	5th	6th	7th	8th
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	

BID SECURING DECLARATION

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].
[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

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

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[amount(s) in words and figures]*.

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]*.

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.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF 2. SUMMARY OF COSTS

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

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

FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies) ³	Amount in Philippine Peso
Remuneration		
Reimbursable		
Miscellaneous Expenses		
Subtotal		_____

³ In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ⁴	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

⁴ Staff months, days, or hours as appropriate.

FPF 5. REIMBURSABLE 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 ⁵				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

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

FPF 6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

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) Terms of Reference
 - (b) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (c) 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;
 - (d) Eligibility requirements, documents and/or statements;
 - (e) Performance Security;
 - (f) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (g) 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]

Republic of the Philippines



Government Procurement Policy Board