



REPUBLIC OF THE PHILIPPINES
BANGSAMORO AUTONOMOUS REGION IN MUSLIM MINDANAO
BANGSAMORO TRANSITION AUTHORITY
BANGSAMORO GOVERNMENT CENTER, COTABATO CITY



PHILIPPINE BIDDING DOCUMENTS

BANGSAMORO PARLIAMENT AUTOMATED ENTERPRISE RESOURCE PLANNING SYSTEM

PUBLIC BIDDING NO.:
PB-IB-2022-10-007

PART II

Fifth Edition
August 2016

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Consulting Services through Competitive Bidding have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), local government units (LGUs), and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the GoP or the World Bank or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184).

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the minimum eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Eligibility Documents of Part I; and Section II. Instructions to Bidders (ITB) and Section IV. General Conditions of Contract (GCC) of Part II. Data and provisions specific to each procurement and contract should be included in Section III. Eligibility Data Sheet (EDS) of Part I, Section III. Bid Data Sheet (BDS), and Section V. Special Conditions of Contract (SCC) of Part II. The forms to be used are provided in the attachments.

Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific Consulting Services to be procured. The following general directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Consulting Services. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) These PBDs are divided into Part I and Part II, which shall be both made available from the time the Request for Expression of Interest is first advertised/posted until the deadline for the submission and receipt of bids
- (c) Specific details, such as the “name of the Procuring Entity” and “address for proposal submission,” should be furnished in the EDS, BDS, and SCC. The final documents should contain neither blank spaces nor options.
- (d) This Preface and the footnotes or notes in italics included in the Request for Expression of Interest, EDS, BDS, SCC, Terms of Reference, and Appendices are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VII. Bidding Forms of Part II since these provide important guidance to Bidders.

- (e) The criteria for evaluation and the various methods of evaluation in the ITB should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required in the BDS. The criteria that are not applicable should be deleted from the BDS.
- (f) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (g) If modifications must be made to bidding procedures, they can be presented in the BDS. Modifications for specific Project or Contract should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the EDS, BDS, or SCC these terms shall be printed in bold type face on Section II. Eligibility Documents, Section I. Instructions to Bidders, and Section III. General Conditions of Contract, respectively.

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Section I. Notice of Eligibility and Short Listing

[Insert Date]

[Name and Address of Short Listed Consultant]

Dear *[Addressee]*:

1. The *[insert name of Procuring Entity]* (hereinafter called “Procuring Entity” has received financing (hereinafter called “funds”) from *[insert name of Funding Source]* (hereinafter called the “Funding Source”) toward the cost of *[insert name of project]*. The Procuring Entity intends to apply a portion of the funds in the amount of *[insert amount of ABC]* to eligible payments under the contract for *[insert name of contract]* for which the Bidding Documents is issued.
2. The Procuring Entity now invites bids to provide the following Consulting Services: *[insert short description of objectives and scope of the project]*. More details on the services are provided in the Terms of Reference (TOR) for the project.
3. The Consultant shall be selected and employed in accordance with *[insert evaluation procedure]* procedures as described in the Bidding Documents.
4. This notice has been addressed to the following short listed consultants:
[Insert list of short listed consultants]
5. It is not permissible for you to transfer this invitation to any other consultant.
6. The Bidding Documents may be acquired at *[indicate address]* during *[insert office hours, e.g. 8:00 a.m. to 5:00 p.m.]* {Insert if necessary: upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *[insert amount in Pesos]*.}
7. The *[insert name of the Procuring Entity]* will hold a Pre-Bid Conference on *[insert time and date]* at *[insert address for Pre-Bid Conference, if applicable]*, which shall be open to all short listed consultants. ¹

Yours sincerely,

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

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

Section II. Instructions to Bidders

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A. General

1. Introduction

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

2. Conflict of Interest

- 2.1. The Funding Source’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> | |
| <p>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such</i></p> | <p>Two percent (2%)</p> |

| | |
|--|-------------------|
| <i>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 ___ 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(k) to (c) and failed to make a proper statement to that effect in the cover letter; or

(d) the Technical Proposal included any cost of the services.

26 Opening and Evaluation of Financial Proposals

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> | |
| <p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by</i></p> | <p>Five percent (5%)</p> |

| | |
|---|----------------------|
| <i>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 III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

| ITB Clause | | | |
|------------|---|--|---|
| 1.1 | <p>The Procuring Entity is BANGSAMORO TRANSITION AUTHORITY - BARMM</p> <p>The evaluation procedure is</p> <p>Quality Based Evaluation/Selection (QBE/QBS)</p> | | |
| 1.2 | <p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through Government Appropriations Act of the Bangsamoro (GAAB) FY 2022.</p> <p>The name of the project is BANGSAMORO PARLIAMENT AUTOMATED ENTERPRISE RESOURCE PLANNING SYSTEM WITH DEDICATED SERVERS – PB –IB- 2022-11-008.</p> | | |
| 1.3 | <p>The main objective of this project is to enable BTA to utilize an integrated solution with customization of application systems to fit BTA requirements that shall support real-time transactions for various stakeholders and meet the timely reporting to the Management via local area network and web services. This integrated solution shall ensure easy access to information based on authorized access level as would conduce to the operational and financial efficiency of the Parliament</p> | | |
| 1.4 | Item | Description | Delivered |
| | 1 | Phase 1: Completion of Human Resource Information System and Delivery of Dedicated Servers | 120 calendar days upon receipt of Notice to Proceed |
| | 2 | Phase 2: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 1 |
| | 3 | Phase 3: Completion of Cash Management System | 90 calendar days upon completion of Phase 2 |
| | 4 | Phase 4: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 3 |
| | 5 | Phase 5: Completion of Inventory and Supply Management System | 60 calendar days upon completion of Phase 4 |
| | 6 | Phase 6: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 5 |

| | 7 | Phase 7: Completion of Parliament Information System | 50 calendar days upon completion of Phase 6 | | | | | | | | | |
|---------------------------|---|---|---|-----------|--|-------------|-----------------|--|---|---------------------------|--|---|
| | 8 | Phase 8: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 7 | | | | | | | | | |
| 5 | No further instructions. | | | | | | | | | | | |
| 6.1 | Subcontracting is not allowed | | | | | | | | | | | |
| 6.2 | Not applicable. | | | | | | | | | | | |
| 7.1 | The Procuring Entity will hold a pre-bid conference for this Project on November 25, 2022, 10:00AM at PRLS-SCSS Conference Room, BTA BARMM, 8Z Building (OLD BARTER), Governor Gutierrez, Rosary Heights VII, Cotabato City | | | | | | | | | | | |
| 8.1 | <p>The Procuring Entity's address is:</p> <p>Bangsamoro Government Center, Rosary Heights VII, Cotabato City</p> <p>ATTY. HISHAM NAZZ A. BIRUAR, CPA BAC Chairperson Bangsamoro Transition Authority BARMM Bangsamoro Government Center, Rosary Heights VII, Cotabato City Cellphone Number: 09052265215 <u>bac@bta.gov.ph</u></p> | | | | | | | | | | | |
| 10.1(b) | The estimated number of professional staff-months required for the Project is <i>Twelve (12) Months</i> . | | | | | | | | | | | |
| 10.1(c) | <p>The minimum required experience of proposed professional staff is as follows:</p> <table border="1"> <thead> <tr> <th>Personnel</th> <th>Certifications and Educational Qualification</th> <th>Minimum No.</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus</td> <td>1</td> </tr> <tr> <td>Assistant Project Manager</td> <td>Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus</td> <td>1</td> </tr> </tbody> </table> | | | Personnel | Certifications and Educational Qualification | Minimum No. | Project Manager | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 1 | Assistant Project Manager | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 1 |
| Personnel | Certifications and Educational Qualification | Minimum No. | | | | | | | | | | |
| Project Manager | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 1 | | | | | | | | | | |
| Assistant Project Manager | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 1 | | | | | | | | | | |

| | | | |
|--------------|---|--|---|
| | Business/System Analyst | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 1 |
| | Developer/Programmer | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 4 |
| | Database Specialist/Technical Support | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 2 |
| 11.5 | The ABC shall be inclusive of all applicable taxes. | | |
| 11.7 | The ABC is <i>Seven Million Four Hundred Eight Thousand Pesos Only (P 7,408,000.00)</i> . Any bid with a financial component exceeding this amount shall not be accepted. | | |
| 13.1 | The bid prices shall be quoted in Philippine Pesos. | | |
| 13.3 | No further instructions. | | |
| 14.1 | Bids will be valid until <i>120 Calendar Days from the Opening of Bids.</i> | | |
| 15.1 | <p>The bid security shall be limited to 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 <i>Php 148, 160.00 [Insert 2% of ABC]</i>, 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 <i>Php 370, 400.00 [Insert 5% of ABC]</i>, if bid security is in Surety Bond. | | |
| 15.2 | The bid security shall be valid until <i>120 Calendar Days from the Opening of Bids.</i> | | |
| 15.5(b)(iii) | No further instructions. | | |
| 17.1 | No further instructions. | | |
| 17.3 | Each Bidder shall submit <i>one (1) original and five (5) copies</i> of the first and second components of its bid. | | |
| 18 | <p>The address for submission of bids is:</p> <p>Bangsamoro Transition Authority BARMM</p> | | |

| | |
|------|---|
| | <p>Bangsamoro Government Center, Rosary Heights VII, Cotabato City</p> <p>The deadline for submission of bids is <i>December 07, 2022 at 9:30 AM.</i></p> |
| 21.2 | <p>The address for opening of bids is:</p> <p>Bangsamoro Transition Authority BARMM Bangsamoro Government Center, Rosary Heights VII, Cotabato City</p> <p>The date and time for opening of bids is <i>December 07, 2022 at 10:00 AM</i></p> |
| 22.1 | <p>No further instructions.</p> |
| | <p>The place of bid opening is:</p> <p>PRLS-SCSS Conference Room, BTA BARMM, 8Z Building (OLD BARTER), Governor Gutierrez, Rosary Heights VII, Cotabato City</p> <p>The date and time for opening of bids is <i>December 07, 2022 at 10:00 AM</i></p> |
| 25.1 | <p>The following processes for the opening and evaluation of bids shall be adopted:</p> <ol style="list-style-type: none"> a) A two-stage procedure shall be adopted whereby each Consultant shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes. b) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with ITB Clause 25.2. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: <i>Provided, however,</i> that the Highest Rated Bid shall pass the minimum score indicated therein. c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC. d) After approval by the HoPE of the Highest Rated Bid, its financial proposal shall be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations. e) Negotiations shall be in accordance with ITB Clause 27, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the ABC stated in ITB |

| | Clause 11.7. | | | | | | | | | | | | |
|----------------------------------|--|--|-------|-------------|----------------------|-----|--|---------------------------|-----|--|----------------------------------|-----|--|
| 25.3 | <p>The numerical weight and the minimum required St for each criterion are as follows:</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Score</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Quality of Personnel</td> <td>15%</td> <td>Suitability of key staff, General qualifications and competence, Education and training of key staff</td> </tr> <tr> <td>Experience and Capability</td> <td>50%</td> <td>Records of previous engagement and quality Performance, Records of previous engagement and quality performance, Overall work commitments, Geographical distribution of projects, Attention to be given by the consultant</td> </tr> <tr> <td>Plan of Approach and Methodology</td> <td>35%</td> <td>Clarity, feasibility, innovativeness and comprehensiveness of the planned approach, Quality of interpretation of project problems, risks and suggested solutions</td> </tr> </tbody> </table> <p>The minimum St required to pass is 75 points.</p> <p>The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in Clause 10.2(b).</p> | Criteria | Score | Description | Quality of Personnel | 15% | Suitability of key staff, General qualifications and competence, Education and training of key staff | Experience and Capability | 50% | Records of previous engagement and quality Performance, Records of previous engagement and quality performance, Overall work commitments, Geographical distribution of projects, Attention to be given by the consultant | Plan of Approach and Methodology | 35% | Clarity, feasibility, innovativeness and comprehensiveness of the planned approach, Quality of interpretation of project problems, risks and suggested solutions |
| Criteria | Score | Description | | | | | | | | | | | |
| Quality of Personnel | 15% | Suitability of key staff, General qualifications and competence, Education and training of key staff | | | | | | | | | | | |
| Experience and Capability | 50% | Records of previous engagement and quality Performance, Records of previous engagement and quality performance, Overall work commitments, Geographical distribution of projects, Attention to be given by the consultant | | | | | | | | | | | |
| Plan of Approach and Methodology | 35% | Clarity, feasibility, innovativeness and comprehensiveness of the planned approach, Quality of interpretation of project problems, risks and suggested solutions | | | | | | | | | | | |
| 26.1 | <p>The opening of Financial Proposals shall be on December 13, 2022 at PRLS-SCSS Conference Room, BTA BARMM, 8Z Building (OLD BARTER), Governor Gutierrez, Rosary Heights VII, Cotabato City</p> <p>Financial Proposals shall be opened in public.</p> | | | | | | | | | | | | |
| 26.2 | <p>Only the Financial Proposal of the Consultant achieving the highest Technical Score (St) shall be opened by the BAC in the presence of the Consultants when the highest ranked firm is invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted in accordance with the instructions given in ITB Clause 25 and this BDS. The BAC shall determine whether the Financial Proposals are complete, <i>i.e.</i>, whether all the documents mentioned in ITB Clause 11 are present and all items of the corresponding Technical Proposals that are</p> | | | | | | | | | | | | |

| | |
|---------|--|
| | <p>required to be priced are so priced. If not, the Procuring Entity shall reject the Bid. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 13. The Financial Proposal shall not exceed the ABC. The Bid shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws.</p> <p>The negotiations shall be done in accordance with ITB Clause 27. Should these negotiations fail, the Financial Proposal of the Consultant achieving the second highest St shall be opened publicly in the presence of the Consultant and shall be invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted. If these negotiations still fail, then the same process is repeated for the next-in-rank Consultants until negotiations are successfully completed.</p> |
| 27.1 | <p>The address for negotiations is:</p> <p>Bangsamoro Transition Authority BARMM Bangsamoro Government Center, Rosary Heights VII, Cotabato City</p> |
| 27.2(e) | <p><i>If the evaluation procedure mentioned in ITB Clause 1.1 is QCBE, state the following:</i></p> <p>No negotiations pertaining to the Financial Proposal shall be undertaken.</p> |
| 28.2 | <i>No additional requirement</i> |
| 31.4.6 | <i>No additional requirement</i> |
| 32.1 | No further instructions. |
| 33.2 | The effective date of the contract shall be the date of contract signing. |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC, SCC, and other documents listed therein, expressing all the rights and obligations of the parties, should be completed.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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1. Definitions

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

the time of being so hired had their domicile inside the Philippines; and “Key Personnel” means the Personnel referred to in GCC Clause 39.

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

2. Headings

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

3. Location

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

4. Law Governing Contract and Services

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

5. Language

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

6. Consultants and Affiliates Not to Engage in Certain Activities

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

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

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

7. Authority of Member in Charge

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

8. Resident Project Manager

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

9. Entire Agreement

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

10. Modification

Unless otherwise specified in the SCC, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to **GCC** Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

11. Relationship of Parties

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

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

12. Authorized Representatives

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

13. Good Faith

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

14. Operation of the Contract

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

15. Notices

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

mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

15.2 Notice shall be deemed to be effective as specified in the SCC.

15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to GCC Clause 15.2.

16. Warranty as to Eligibility

16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II. Eligibility Documents issued for this project.

16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

17. Confidentiality

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

18. Payment

18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by GCC Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.

18.2 Subject to the ceilings specified in GCC Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in GCC Clause 53.2; and (ii) reimbursable expenditures as set forth in GCC Clause 53.4. Said remuneration shall not be subject to price adjustment.

18.3 All payments under this Contract shall be made to the account of the Consultant specified in the SCC.

19. Currency of Payment

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

20. Liability of the Consultant

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

21. Insurance to be Taken Out by the Consultant

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

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

22. Effectivity of Contract

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

23. Commencement of Services

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

24. Expiration of Contract

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

25. Force Majeure

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

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

- 25.3 Unless otherwise agreed herein, force majeure shall not include:
- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees;
 - (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
 - (c) insufficiency of funds or failure to make any payment required hereunder; or
 - (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.
- 25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.
- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

26. Suspension

- 26.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (*e.g.* suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure; and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
- 26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to GCC Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

27. Termination by the Procuring Entity

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

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

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

28. Termination by the Consultant

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

- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 34 hereof
- (c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

29. Procedures for Termination of Contracts

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

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

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

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

30. Cessation of Services

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

31. Payment Upon Termination

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

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

32. Disputes about Events of Termination

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

33. Cessation of Rights and Obligations

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

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **GCC** Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

34. Dispute Settlement

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

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

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

36. Equipment and Materials Furnished by the Procuring Entity

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

37. Services, Facilities and Property of the Procuring Entity

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix,

provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

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

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

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

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

39. Personnel

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

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

39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to

be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.
- 39.6 Any of the Personnel provided as a replacement under **GCC** Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

40. Working Hours, Overtime, Leave, etc.

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.

- 40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:
- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
 - (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

41. Counterpart Personnel

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

42. Performance Security

- 42.1 Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the **ITB** Clause 32.2.
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
- (b) The Consultant has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.

42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

43. Standard of Performance

43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

43.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subconsultants or third parties.

43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.

43.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

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

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

45. Procurement by the Consultant

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

46. Specifications and Designs

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

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

47. Reports

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

48. Assistance by the Procuring Entity on Government Requirements

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

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

- (a) provide the Consultant, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, or Personnel to perform the Services;
- (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and

- (e) grant to foreign Consultant, any foreign Subconsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

49. Access to Land

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

50. Subcontract

- 50.1 Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subconsultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

51. Accounting, Inspection and Auditing

- 51.1 The Consultant shall:
 - (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
 - (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
 - (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.
- 51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in

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

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS in Section III, the Clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of Section V complement the GCC included in Section IV, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Services purchased. In preparing Section V, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV should be incorporated herein.

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1.1(g) | <p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through Government Appropriations Act of the Bangsamoro (GAAB) FY 2022</p> |
| 6.2(b) | <p>For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p> |
| 7 | Not applicable |
| 8 | Not Applicable. |
| 10 | No further instructions. |
| 12 | <p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity: <u>ATTY. HISHAM NAZZ A. BIRUAR, CPA</u></p> <p>For the Consultant: _____</p> <p><i>NOTE: 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: Bangsamoro Transition Authority BARMM</p> <p>Attention:</p> <p>ATTY. HISHAM NAZZ A. BIRUAR, CPA BAC Chairperson Bangsamoro Transition Authority BARMM Bangsamoro Government Center, Rosary Heights VII, Cotabato City Cellphone Number: 09052265215 <u>bac@bta.gov.ph</u></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>NOTE: Contact details to be filled out by winning consultant prior to contract signing.</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 <i>[insert hours]</i> following confirmed transmission; or</p> <p>(c) in the case of telegrams, within <i>[insert hours]</i> following confirmed transmission.</p> |
| 18.3 | <p><i>State here Consultant's account where payment may be made.</i></p> <p>NOTE: Details of account to be filled out by winning consultant prior to contract signing.</p> |
| 19 | No further instructions. |
| 20 | No additional provision. |
| 22 | <p>The effectiveness conditions are the following:</p> <p><i>State "None" or List here any conditions of effectiveness of the Contract, e.g., approval of this Contract by the NEDA, DBM, WB, etc., Procuring Entity's approval of Consultant's bid for appointment of specified key staff members, effectiveness of Appropriations, Loans or Credits, receipt by Consultant of advance payment and by Procuring Entity of advance payment guarantee.</i></p> |
| 24 | The time period shall be Twelve (12) months or such other time period as the parties may agree in writing. |
| 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 | <p>The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity are as follows:</p> <ol style="list-style-type: none"> 1. Baselines for scope, schedule, and cost 2. Management plans for scope, schedule, cost, quality, human |

| | |
|---------|--|
| | <p>resources, communications, risk, and procurement</p> <ol style="list-style-type: none"> 3. Requirement Management Plan 4. Software Installation Plan 5. Change Management plan 6. Configuration Management plan 7. Process Improvement Plan <p>The Consultant may retain a copy of such data but shall not use the same without authority/prior written consent of the DICT.</p> |
| 38.1(d) | <p>The Consultant's actions requiring the Procuring Entity's prior approval are:</p> <ul style="list-style-type: none"> • Non-disclosure and confidentiality clause shall be observed • When using this contract as reference by the consultant for corporate profile |
| 39.5 | <p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.</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) | No further instructions. |
| 52.1 | <p>The total ceiling amount in Philippine Pesos is <i>[insert amount]</i>.</p> <p>NOTE: <i>The contract amount is to be filled out by the BAC Secretariat prior to contract signing.</i></p> |
| 52.2 | No further instructions. |
| 53.2 | No additional instructions. |
| 53.4 | <p>The reimbursable expenditures in local currency shall be as follows:</p> <ol style="list-style-type: none"> 1. any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and 2. the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity. <p>156</p> |

| | |
|---------|---|
| 53.5(a) | No advance payment is allowed. |
| (c) | The interest rate is: zero (0) % . |
| 55.6 | No further instructions. |

Section VI. Terms of Reference

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



TERMS OF REFERENCE OF BANGSAMORO PARLIAMENT

AUTOMATED ENTERPRISE RESOURCE PLANNING SYSTEM with DEDICATED SERVERS

| | |
|----------------------------|--|
| Project: | Bangsamoro Parliament Automated Enterprise Resource Planning System with Dedicated Servers |
| Procurement Method: | Public Bidding |
| Contract Duration: | Twelve (12) months |

PARTICULARS

I. Background and Project Statement

The Management Information System Division is the primary arm of the Bangsamoro Transition Authority - Parliament (BTA) responsible for providing ICT services and solutions to the Bangsamoro Parliament enterprise users. Through an end-to-end approach, it acts as service management for Parliament-wide ICT systems and infrastructure, working with other offices, departments, services, divisions, and other stakeholders at various levels.

The BTA-MISD envisions to be recognized as a center of excellence and useful ICT division in the Bangsamoro region by providing accurate, comprehensive data and solutions responsive to the needs of the Bangsamoro People, policymakers and other stakeholders.

As part of its function to design, develop, implement computerization and information systems to improve the Parliament's information systems and synthesize frontline processes, it is adopting digitalization of the Parliament's processes to effectively and efficiently achieve its objectives.

The Automation of Processes through Enterprise Resource Planning (ERP) is an innovation that BTA intends to serve as an overall suite of integrated applications covering its various operations deployed both as a cloud-based solution and on-premises (hybrid). This will enable and drive the complete migration of BTA to full technology-based solutions in all its major operations.

As its core competency, BTA is primarily engaged in legislation. As a corporate entity, it also engages in various administrative and financial functions to track and manage its various resources or commitments. Hence, this innovation shall include an end-to-end and fully customized solution for

- 1) Cash Management System
- 2) Inventory and Supply Management System
- 3) Human Resource Information System
- 4) Parliamentary Information System

The ERP solution shall ensure legal and regulatory compliance as part of affirmative actions it shall deliver, including, among others, the Bureau of Internal Revenue, Civil Service Commission, and Commission on Audit.

II. Objectives

The objectives of the project are as follows:

- a. To utilize an integrated solution with customization of application systems to fit BTA requirements, that shall support real-time transactions for various stakeholders and meet the timely reporting to the Management via local area network and web services
- b. To ensure easy access to information based on authorized access level as would conduce to the operational and financial efficiency of the Parliament
- c. To provide a web-based system and have features to work in a LAN environment with the appropriate built-in facilities to capture and store data in a centralized database at BTA. The system must be accessible online, offline and onsite.
- d. To provide an application system focusing on the administrative operations, cash operations, and human resource management activities of BTA, therein ensuring accurate output, and on-time reporting of its administrative conditions.
- e. To provide a real-time application system covering end-to-end transactions and access to different users and offices with varying levels of security access and requirements which may need to be interconnected with all existing systems of BTA
- f. To provide vital information and analytics outcomes for management as a tool in the decision-making of BTA.
- g. Online and onsite support during the implementation's critical/peak processes, especially during payroll processing and submissions of all government reports such as BIR, GSIS, Phil Heath, and others.
- h. To provide technical assistance and recommended procedures for minimum requirements of the application system, and its components/module, hardware, network, standard architecture/tool/processes.
- i. To provide structural capabilities covering the design, development, customization, roll-out implementation, training, technology transfer, and after-development support, including servers, desktops, and other infra needed for the implementation.
- j. To provide maintenance service and technical support within the subscription period of the system implementation with no cost to BTA.
- k. To acquire dedicated servers, a type of web hosting in which a client has the exclusive use of an entire server

III. Requirement Specifications

1. The web-based system should be able to manage multiple offices (for extension offices) and provide functionalities across various units of BTA in an Enterprise-level type of application integration wherein all front-end is built with back-end office applications (i.e., cash management, inventory, payroll, etc.) together with various ancillary applications, etc.
2. Employees' attendance using Biometric finger scan, face-recognition matching, and searching capability or using the RFID Technology or online attendance, including capabilities for flexi-time arrangements, based on CSC rules.
3. Upgradeable and scalable (can handle multiple simultaneous users).
4. Easy Integration to other existing systems and easy link-up with payment gateways.
5. Automatic updates (continuous development and always up-to-date technology, free updates, and patches)
6. The system must be customizable and modifiable based on the need of the Parliament.

IV. Project Duration

The project shall be fully implemented and operational after twelve (12) months upon acceptance of "Notice to Proceed" documents.

The winning Service Provider shall conduct a systems analysis and design on the different systems and processes in the development of the ERP System. They should provide and conduct training to the different users and must conduct User Acceptance Testing (UAT) for all deployed subsystems/modules prior to acceptance.

The work should be started within seven (7) days upon receipt of the Notice to Proceed.

Detailed Timeline

| Item | Description | Delivered |
|------|--|---|
| 1 | Phase 1: Completion of Human Resource Information System and Delivery of Dedicated Servers | 120 calendar days upon receipt of Notice to Proceed |
| 2 | Phase 2: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 1 |

| | | |
|---|---|---|
| 3 | Phase 3: Completion of Cash Management System | 90 calendar days upon completion of Phase 2 |
| 4 | Phase 4: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 3 |
| 5 | Phase 5: Completion of Inventory and Supply Management System | 60 calendar days upon completion of Phase 4 |
| 6 | Phase 6: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 5 |
| 7 | Phase 7: Completion of Parliament Information System | 50 calendar days upon completion of Phase 6 |
| 8 | Phase 8: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 7 |

An After-Service Support of 3-months must be provided by the winning Supplier for the monitoring of the information system. The Supplier must render technical support like troubleshooting of bugs and additional modifications if necessary.

Part of the Service Provider's Project Proposal is an implementation strategy and schedule. This should specify the outputs to be submitted at the end of each project phase. Project milestones should include, but are not necessarily limited to the following:

1. Presentation of the Systems Requirements Specifications (SRS) and Functional Specifications Documents (FSD) to be undertaken.
2. Other Necessary Activities: training, knowledge transfer, turnover.

V. Scope of Services

The Project is expected. It is functional within the specified timelines based on the agreed "Project Duration" of this document after the signing of the contract.

1. The Supplier shall need to discuss with the Project Team, in particular, to fully understand the requirements of the desired output of the user.
2. The Supplier, in coordination with the Project Team, shall review the current process, and evaluate procedures and requirements to better define the idea for the new application system.
3. The Supplier and the Project Team shall define the detailed user requirements for the development. The Supplier shall propose the timeline, phasing, model methodologies, and other requirements for the customization of the System. The results must be submitted to the Project Team for approval.

4. The Supplier shall pilot the application system as defined by the Project Team. If there is a need for modification or additional requirements, it shall be subject to a change management procedure.
5. The Supplier, together with the Project Team, shall formulate a User's Acceptance Test (UAT) plan per module and be approved by the Executive Project Team. A complete report documenting all the tests has been satisfactorily completed and conducted in accordance with the established standards. The UAT plan should be accomplished as per system components requirements. Prepare and submit to the BTA the User Acceptance SiHealthf document and checklist. Determine, together with, and with the approval of BTA, the percentage within which to consider whether the system is acceptable to the users. If the result of the User Acceptance Evaluation falls below the agreed-upon acceptable grade, the Supplier should provide the best remedy without additional cost to BTA.
6. The Supplier shall provide a Disaster Recovery Plan and an IT Security Plan audited by a third-party IT Systems Security and Auditor.
7. The Supplier, before final implementation, shall conduct an administrator's training, trainer's training, and user's training. Training modules, manuals, and other training materials shall be provided.

VI. Manpower Requirements

Listed below are the minimum qualifications required from the Supplier.

1. The Supplier must be a reputable Information Technology Firm with at least one (1) year of business operation in the design, development, implementation, and maintenance of the Enterprise Resource Planning System.
2. The Supplier must prove competence by satisfactorily undertaking a similar engagement in at least three (3) years with at least two (2) government agencies and private agencies.
3. Has deployed IT solutions in the Philippines and the aggregate amount should be 50% of the Approved Budget for the Contract (ABC) consisting of:
 - a. Design, development, and deployment of Enterprise Resource Planning systems in organizations and/or agencies with at least 1,000 employees.
 - b. Systems integration/interfaces of the existing system with the new system.
 - c. Delivery installation and testing of hardware, software tools, and network systems.
 - d. Training for users and technical staff.
4. Must have competent full-time local staff that implements and supports the project. A list of these personnel and their CVs shall be submitted.
5. The Service Provider has software development capability in the area of Customizing licensed software products (i.e. software packages, office customizations solutions, and workflow systems, among others).

The proposed project team must be composed of experts and specialists as indicated in the table below. Overlapping of roles (functions) is allowed provided such functions are related. The minimum required experience of proposed professional staff is as follows:

| Personnel | Certifications and Educational Qualification | Minimum No. |
|---------------------------------------|--|--------------------|
| Project Manager | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 1 |
| Asisstant Project Manager | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 1 |
| Business/System Analyst | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 1 |
| Developer/Programmer | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 4 |
| Database Specialist/Technical Support | Graduate of Business, ICT, Engineering, and other related course Applicable certification is a plus | 2 |

VII. Technical Requirements

The bidder must deliver software licenses, such as database licenses, software development licenses, and other licenses necessary to run the BTA ERP System.

System Users:

1. ICTO Global Administrators
2. System Administrators (per system/office)
3. Admin users
4. Employees

5. Other Stakeholders

- System Functionality

1. The Bangsamoro Parliament Automated Enterprise Resource Planning System shall be capable to interface with the existing application system that handles the counter operation at the acceptance of BTA up to final delivery. Through the development of the integrated system, the administrative and delivery performance of the Parliament shall be improved.
2. The system must be capable of interfacing with existing application systems of the Parliament.
3. The system must be capable to customize and generate the specific/unique reports not indicated in the list as may be required by the end-users.
4. Comprehensive recording/entry for all types of transactions.
5. The integrated system that shall be designed should run on any Microsoft Windows workstation whereas the server version must reside on Windows Server's latest Enterprise version with MS-SQL database platforms.
6. The system should have standard features such as dashboards search engines, input screens, and options to generate reports/output in various formats by the users.
7. The system should support a multi-user environment for multi-tasking to remove redundant recording by defining specific entry points of data capture activities. Support also the use of machine-readable documents for postal payment transactions but manual input should be allowed.
8. The system should be used in stand-alone transactions even if the internet connection is unavailable.
9. Back-up and Migrate Functionality, the system can dump some or the entire database tables to a file download or save to a file on the server, and restore from an uploaded or previously saved database dumped. The system also chooses which tables and what data to backup and cache data is excluded by default.

The systems shall have a feature to allow administrators to review a record of all system activity through audit trails and log files. The audit trail feature would be available in the proposed system, which will inform when and who has created or modified the data to capture and preserve time series data so that certain information is not lost with the passage of time and repeated updating. The ongoing record of system activity shows general trends in system usage and violations of the system use policy. i.e., any unsuccessful attempts to use system resources can be recorded in this feature.

- Platform

Utilize Internet Technologies with advanced Computer Architecture accessible thru both Intranet and Internet.

1. Works on Android, iPad, iPhone, Windows, and Mac systems.
2. Browser-based Client Access with in-line help for the majority of the fields embedded within the data entry or report generation screen itself (i.e. without the need to navigate to another screen).
3. Secure Login and Logout Authenticated Users using passwords and, if available, other authentication methods.

4. Multi-User, unlimited numbers of simultaneous users.
 5. Multi-Client, unlimited number of client computers.
 6. Multi-Server can be used on multiple servers.
 7. Multi-tier Nth tier technology
- Role-Based Access To The System
 1. User-defined access level on the system
 2. Password-protected approval for changes to critical data
 3. Provide audit trails
 - Technical Implementation Services With No Cost To BTA
 1. The Supplier must provide all labor, manpower, expertise, tools, and logistics in implementing the system.
 2. The Supplier must provide the infrastructure needed such as the cloud-storage, on-premises servers, and backup servers.
 3. Suppliers must specifically include the following scope as part of the implementation:
 - a. Data Migration from the old system
 - b. Data Testing and Pilot running assistance
 - c. Data hand over to end-users
 - d. Provide API for functionalities requiring such.
 4. Ensure compatibility with all systems to be integrated.

The software must have standard security features in built-in so that the software has all the checks and balances to ensure the integrity of data and the software does not have any flaws or bugs which inadvertently or by design, permit the users to tamper, alter or modify any data without the appropriate permissions.

The software should provide the highest degree of security in the architecture. The supplier must suggest a suitable security component required in the software. In case of any failure, the supplier shall be liable for a penalty. The following are some of the security issues, but not limited to, which must be addressed in the proposal.

1. The system would ensure that the users follow login procedures.
2. The access to the database should be based on the user roles of the organization.
3. A proper audit trail must be built within the proposed system.
4. SSL Certificate should be installed. Multi-level security to secure the privacy of all data information.
5. Login in with a secure HASH algorithm
6. Anti SQL injection

7. Anti-Cross-site scripting
8. Privacy and data security compliance to Data Privacy Act of 2012
9. Anti-Virus protection

VIII. Functional Requirements

The Architecture of the system should be component-based where the components can be separated or integrated easily. The components must be well defined so that modules can be reused where and when required, with the adoption of the Modular approach of design. The Supplier must identify some of these modules and describe in his technical proposal document how this would be achieved.

It is expected that suppliers shall add more value to the system by incorporating suggestions and recommendations, which will address Performance, High Availability, Security, Scalability, and Manageability.

1. CASH MANAGEMENT SYSTEM

The Cash Management System is a combination of software and hardware that allows the BTA Cash Division to collect, store, analyze, and generate reports from financial transactions such as cash and check. See annex 1 for the full technical specifications.

2. INVENTORY AND SUPPLY MANAGEMENT SYSTEM

The Inventory and Supply Management System is a combination of software and hardware that allows the BTA Property and Supply Division to collect, store, analyze, and generate reports from the inventory of materials, supplies, and other admin-related services and transactions. See annex 2 for the full technical specifications.

3. HUMAN RESOURCE INFORMATION SYSTEM

The Human Resource Information System is a combination of software and hardware that allows the BTA Human Resource Management Division to collect, store, analyze, and report information about the employees. It also involves the process of recruitment, selection and placement, employee compensation, and other employee-related services and transactions. The HR System includes timekeeping and leaves credits monitoring. See annex 3 for the full technical specifications.

4. PARLIAMENT INFORMATION SYSTEM

The Parliament Information System is a combination of software and hardware

that allows the employees of BTA to access basic services from offices like their individual payslip, and other information as well as they will have access to filing or requesting documents from HR, Finance, among others. See annex 4 for the full technical specifications. This system also includes the Legislative Information System that contains the Status Matrix of all legislative documents like Bills, Resolutions, and Committee Reports.

IX. Documentation

The following documentation documents are required to be submitted:

1. Design documents: Design proposal which includes functional specifications, technical specifications, security specifications, operational specifications, environmental specifications, network topology, proposed work program and schedule supported by Gantt charts and capacity planning guide, and other such design documents determined in the Inception Report.
2. Technical documents: Installation and Configuration manual, operations manual, user's manual, developer's documentation, API references, training materials, security management manual, database maintenance manual, network administration manual and program source code, and other such technical documents determined in the Inception Report.
3. Prepare and submit a log of all problems and deviant characteristics of the system encountered during the construction and implementation phase of the project, together with the corresponding remedy for each listed in a troubleshooting guide and repair manual.
4. Prepare and Submit development guides, library files, application notes, data sheets, and all other necessary documents to install, operate, and maintain the system by trained personnel of BTA.
5. Provide hardcopy and softcopy of the complete documentation of the entire system

- Deliverables

The following deliverables must be achieved with the implementation of the required solution:

1. Attain the business objectives stated in the Scope of Work.
2. Ensure that reports are drawn from a single source.
3. Employ the latest technology where applicable to the proposed solution.
4. Propose a solution that is scalable to accommodate the future growth of the organization's business.
5. Propose a solution that is fitted to the office requirements.
6. Accommodate changes and future enhancements.
7. Make sure the solution is logical and integrates with the currently installed applications.
8. Ensure data integrity and data security by implementing quality control procedures and data entry levels

Project Management Plan

A Project Management Plan (PMP) is a formal, approved document that defines how the project is executed, monitored, and controlled. It may be a summary or detailed document and include baselines, subsidiary management plans, and other documents. This document is used to define the approach the project team takes to deliver the intended project management scope of the project.

The PMP is also a communication vehicle for ensuring key stakeholders share an understanding of the project.

A project management plan is a collection of baselines and subsidiary plans that include:

1. Baselines for scope, schedule, and cost
 2. Management plans for scope, schedule, cost, quality, human resources, communications, risk, and procurement
 3. Requirement Management Plan
 4. Software Installation Plan
 5. Change Management plan
 6. Configuration Management plan
 7. Process Improvement Plan
-
- System And Data Back-Up Plan

There will be a physical backup server or on-premise. The synchronization of the cloud base and the backup server will be scheduled (immediate backup in emergency cases) and backup will be done daily.

If the cloud-based system fails, the backup server shall switch over immediately and be operational until such time the cloud-based systems are put back in service. The main system must be fixed by the supplier within twenty-four (24) hours depending on the degree of the problem. The supplier shall “babysit” /monitor the resolved issues for another 24 hours to ensure the stability of the system prior to hand-over back to the system owner. All solutions applied to the issues shall be properly logged and a copy of the log report shall be given to the system owner for documentation purposes.

The problems regarding hardware, software, and other related concern will be addressed by the supplier.

The supplier will also provide adequate training to the System Administrator from the BTA so that routine checks and basic recovery can be handled in-house. In addition, the supplier must address the following perpetually:

1. The backup of the database should be taken on a daily and/or weekly incremental basis.
2. Full backup of relational database and source code files should be taken on a monthly basis whenever changes take place.
3. A full backup should always be kept in a safe location.

Suppliers can submit a better System and Data Backup Plan. This shall include among others, a proposed schedule for backup, manual of operation of a delivered backup system and devices, other resources needed, and procedure for data recovery. The System and Data Backup Plan shall be subject to BTA approval.

- Disaster Recovery Plan (DRP)

Submission of Disaster Recovery Plan. This plan shall list in detail all proposed activities that BTA should implement in the case of a disaster e.g. system crash, server (hardware failure), virus attack, etc., that strikes the system. The Disaster Recovery Plan shall be subject to the approval of the BTA.

Automation of Processes through ERP shall have maintenance backup/archiving functionality with the provision of redundant Backup and Off-site Backup system facilities.

1. Cloud recovery backup
2. Back up/restore multiple databases
3. Multiple Backup schedule
4. Back up Encryption/Decryption
5. Back up files' recovery

X. Training

This approach is adopted to ensure that proper technology transfer is made to BTA by giving it the continued ability to retain end-user/staff even after the warranty period has ended.

Training shall cover all functional end-user requirements.

- a. The supplier must provide comprehensive training to Master Trainers in the operation of the information system.
- b. Training to Master Trainers shall be conducted to adequately train the users to understand the basics of how the application system works and impart techniques for troubleshooting hardware and network connection.
- c. Trained Master Trainers shall be responsible for conducting a retraining module for end-users of the application system.
- d. This approach is adopted to ensure that proper technology transfer is made to BTA by giving it the continued ability to retrain end-user/staff even after the warranty period has ended.
- e. All training materials, user's manual, and systems manual shall be provided by the Supplier. Travel expenses, hotel accommodations, per diem/honoraria, etc., of their employees, shall be shouldered by the Supplier.
- f. Proof of completion of required training to be conducted shall be the issuance of

training certificates to the participants.

XI. Service Level Agreement

Technical support must be provided either on-site, via telephone, mobile phone, or email to resolve technical and other related problems based on a Service Level Agreement (SLA) with provisions for liquidated damages for noncompliance. Resolution must be delivered based on the following levels of severity:

1. Severity 1 Critical: Major system or component failure with critical impact on business process. Service has stopped. The problem must be resolved through immediate onsite support (within 4 hours).
2. Severity 2 High: Minor system or component failure with high impact on business process. The service is running but performance has degraded. The problem must be resolved immediately (within 1 working day).
3. Severity 3 Moderate: Operational use exhibits signs of noncompliance with agreed functionality. The service is running but certain functions do not work as indicated. The problem must be resolved at the soonest time possible (within 5 working days).
4. Severity 4 Low: Service is running. Efficiencies would be achieved through desired improvements in the system components. Feature must be available in the next update.

The Bangsamoro Transition Authority shall have the right to blacklist the service provider, execute redress and demand damages after three (3) instances of non-compliance at any given time during the contract period, of the above-mentioned SLA.

One-tenth of one percent of the total contract cost shall be imposed for every hour or a fraction thereof of service unavailability in excess of the required hours to resolve.

The service provider shall appoint a person possessing the necessary knowledge and technical expertise to serve as the single point of contact and shall be available at the time and manner indicated in the previous section to respond to queries or requests for technical support. The service provider shall also create an escalation procedure to be followed in scenarios where issues are not resolved within SLA.

XII. Hardware Requirements/Specifications

The following are the requirements with regard the specification of the hardware (on premise or on cloud):

1. The bidder shall provide all the hardware specifications and software components needed to operate the designed infrastructure for the developed systems. The developed systems will utilize a virtualized computing environment with an online facility to monitor and provision virtual machines.
2. The bidder shall submit in paper or digital format a detailed network diagram

depicting the applications, network configuration and connectivity of the server components. A detailed hardware deployment plan indicating the specifications and physical connectivity of the hardware as part of the delivery schedule must also be provided (if necessary).

The following are the requirements with regards to the specification of the dedicated servers:

1. CPU: Xeon E3-1230v5
2. 32GB DDR3 RAM
3. 500GB SSD Disk
4. 50Mbps shared bandwidth
5. 99.9% uptime

XIII. Mode of Procurement

The mode of procurement shall be Public Bidding.

XIV. Nature of Procurement

The procurement shall follow the “Consulting Services” guidelines.

XV. Source of Funds and Approved Budget for the Contract (ABC)

Source of Fund: Government Appropriate Act of the Bangsamoro (GAAB) FY 2022

Approved Budget for the Contract: Seven Million Four Hundred Eight Thousand Pesos Only (P 7,408,000.00)

XVI. Terms of Payment

| % of Contract Cost | Description | Delivered |
|---------------------------|--|---|
| 20% | Phase 1: Completion of Human Resource Information System and delivery of Dedicated Servers | 120 calendar days upon receipt of Notice to Proceed |
| 5% | Phase 2: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 1 |

| | | |
|------|---|---|
| 20% | Phase 3: Completion of Cash Management System | 90 calendar days upon completion of Phase 2 |
| 5% | Phase 4: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 3 |
| 20% | Phase 5: Completion of Inventory and Supply Management System | 60 calendar days upon completion of Phase 4 |
| 5% | Phase 6: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 5 |
| 20% | Phase 7: Completion of Parliament Information System | 50 calendar days upon completion of Phase 6 |
| 5% | Phase 8: System Testing, Deployment, User Acceptance Training | 10 calendar days upon completion of Phase 7 |
| 100% | TOTAL | |

XVII. Criteria for Evaluation

The Service Provider must comply with the qualifications as required by RA 9184 and its IRR. The BAC shall draw up the short list of service providers from those who have submitted Expression of Interest, including the eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act,” and its Implementing Rules and Regulations (IRR).

The criteria and rating system for short listing are:

| Rating Factor (Hurdle Rate 70%) | Weight |
|---|--------|
| A. Applicable experience of the consultant | |
| I. Overall experience of the firm | 10% |
| II. Individual experiences of the principal and key staff | 10% |

| | |
|---|-----|
| III. Times when employed by other consultants | 10% |
| B. Qualification of principal and key staff of the consultant who may be assigned to the job vis-à-vis extent and complexity of the undertaking | 50% |
| C. Current workload relative to job capacity | 20% |

The Procuring Entity shall evaluate bids using the Quality-Based Evaluation (QBE) procedure. Below is the point system for the QBE:

| Criteria | Score | Description |
|----------------------------------|--------------|--|
| Quality of Personnel | 15% | Suitability of key staff, General qualifications and competence, Education and training of key staff |
| Experience and Capability | 50% | Records of previous engagement and quality performance, Records of previous engagement and quality performance, Overall work commitments, Geographical distribution of projects, Attention to be given by the consultant |
| Plan of Approach and Methodology | 35% | Clarity, feasibility, innovativeness and the comprehensiveness of the planned approach, Quality of interpretation of project problems, risks and suggested solutions |

XVIII. Ownership of Data

All data, source code, and resources pertaining to the system shall be owned exclusively by the BTA-BARMM.

XIX. Retention, Deletion, and Disposal of Data

Personal data may be retained only for as long as necessary for the fulfillment of the purposes for which data was obtained. For this purpose, the personal data processed by the Service Provider shall be disposed of after the fulfillment of its contract.

Upon the fulfillment of the contract, any personal data processed by the Service Provider must be deleted and disposed of in accordance with the provisions of the Data Privacy Act, its Implementing Rules and Regulations, and other issuances of the BTA.

The deletion and disposal of data shall be under the supervision of the BTA. After the deletion and disposal of the data, the Service Provider must issue a certification that the data were indeed deleted and disposed of properly.

XX. Warranties of the Service Provider

1. The supplier shall fix any error or bug found in the system prior to the turnover of the system, at no cost to BTA.
2. Any error or fault of the software and services delivered (e.g. design, programming, servers, etc.) shall be acted upon and resolved accordingly at no cost to BTA within the subscription period.
3. There must be personnel deployed at the BTA premise to handle the system maintenance and all defects encountered by the delivered system shall be rectified by the Supplier at no cost to BTA.
4. System updates and patches shall be free and installed after compatibility tests.
5. The supplier shall answer queries and provide workaround solutions to the user of the system or 24/7 support for free via live chat, email, and help desk support.
6. The supplier shall revise and update the system in compliance with new government regulations as it arises within the period covered by the subscription, within a reasonable time.
7. Hardware warranty:
 - a. At least one (1) year for replacement, service, and support,
 - b. Post-warranty for services and support within the contract period
 - Technical Support

The Supplier/Service Provider shall render all support activities related to the following up

until the warranty period expires:

1. Troubleshooting at both applications level and user level,
2. Assist focal official/client in the operation of the portal,
3. Fixation of bugs, incorporation of minor changes, etc., and
4. Assist in the development, configuration, and customization of other ERP modules that are elements of the ERP Application/License that are deemed necessary but is beyond the scope of this Terms of Reference.
5. Onsite technical (hardware) support for free.

- After Project Support

The service shall be provided even after the warranty period had ended. It involves a guarantee, warranty, upgrade, enhance of the application systems developed.

Submit to BTA, once requested, an Agreement to maintain the BTA Automation of Process through ERP after the contract period specified in the Warranty section of this TOR at no cost.

XXI. Project Constraints

The following constraints or requirements shall be noted:

1. Adherence to Philippine and foreign information technology standards and local procurement rules and regulations.
2. The procurement of services will be based on local IT standards and components readily available in the Philippines over the viable IT life cycle, as well as respective government procurement guidelines.
3. The Supplier shall take into account the existing hardware, software, and current network system in the Parliament, and adapt its installation and testing accordingly.

XXII. Penalty

The service provider undertakes to comply with the following timelines and penalty provisions:

1. Description
2. SL
3. Penalty
4. Project Mobilization and Kick-off
5. Install hardware, and software, deploy project team and make operational all items specified in Phase I within fourteen (14) days upon receipt of Notice to Proceed
6. 1/10th of one percent (1%) of the total project cost shall be imposed per day of delay or a fraction thereof.
7. Output Submission / Turnaround Time
8. Complete the project within the specified period.
9. 1/10th of one percent (1%) of the total project cost of the particular equipment shall be imposed per day of delay

XXIII. Winning Supplier must specifically include the following:

A. Scope as part of the implementation

1. Migration of BTA Legacy database to an industry-grade SQL Database, preferably, MySQL Open Source Database
 - The integrated system that shall be designed should run on a Microsoft Windows workstation whereas the server version must reside on Windows' latest Enterprise version of MS-SQL database platforms.
2. Testing and simulation of Migrated Database
3. Run a STRESS Test on BTA Data Network y
4. Run a STRESS Test using ONLINE Access via Internet Access
5. Onsite mobilization and site preparation
6. Submit Test Documents for all module
7. Submit Handover Documents for all Accepted modules
8. Provide onsite help to every module within the application
9. Provide a certificate of acceptance for every module
10. Enrollment for updates within the contract period.
11. Software Requirement Specification Document

12. Software Design Document (SDD)
13. Working and Tested Software with source code
14. User and Administrator Manuals for the system including Online Help
15. Setup and Release notes for each new release
16. Test Cases and Report all database scripts
17. The provider will provide two (2) laptops, RFID device or Biometrics devices, Cloud Server and Physical Server replaceable every renewal of contract, and the said devices will retain to the BTA

XXIV. Pre- Termination

At the end of every year of service of the ERP System, the BTA and the Service Provider shall conduct a joint review of the performance of the ERP System.

If the ERP System has not performed satisfactorily for the previous year, the BTA and the Service Provider shall jointly identify the issues leading to the unsatisfactory performance and agree on a plan to address identified issues, including a reasonable period to implement the same.

If the issues are not addressed within the agreed period, the BTA may pre-terminate the contract on such grounds.

ANNEX 1

CASH MANAGEMENT SYSTEM

The Cash Management System is a combination of software and hardware that allows the BTA Cash Division to collect, store, analyze, and generate reports from financial transactions such as cash and check.

A. Cash Management System - Security

1. Provide file backup and recovery capabilities to restore damaged files
2. Provide online password security at multiple levels (e.g., user, operation, menu, file, field, screen, etc.)
3. Suppress passwords so that they do not appear on the terminal as they are being entered
4. Log all update transactions in a secure audit trailfile. Provide clear trails of all transactions from source data entry through summarization at higher levels of integration with other application systems
5. Report attempts of unauthorized system access of use
6. Allow defining an access category relating to groups of users (e.g., members of a department or management class)
7. Allow locking entry screen after a user-specified number of incorrect password attempts
8. Provide transaction logs to assist in the recovery of data or files
9. Allow required changes to user passwords based on a user-specified period of time
10. Automatic time-out after the user has not had any activity
11. Access security for groups, the system administrator can create a group that can access certain modules and transactions such as; add, edit, and delete; For users, it must allow the creation of users who can access certain modules with an assigned username and password
12. Each user must have specific limited access to each module. Only the system administrator can override, create new users, delete users, and provide specific access and privilege to each module.
13. The system must have viewing access to the Payroll Module.

B. Cash Management Requirements

Cash Management – General

1. Seamlessly integrate all cash and check transactions
2. Allow sorting of transactions by either type or date
3. Allow search either TIN, ID number, or name
4. Allow the pooling of cash for all participating funds and maintain "claim on cash" or

- balances either at the fund level or a user Designated organizational level. The sum of "claim on cash" for all the participants should equal to "pooled cash"
5. Allow quick marking of transactions that have cleared the bank by allowing the selection of either single transactions or entire ranges of transactions
 6. On-screen reconciliation summary information, such as adjusted bank balance, adjusted book balance, difference, number of cleared payments, cleared payments total, number of cleared deposits, and cleared deposits total
 7. Allow the reconciliation of multiple accounts at the same time
 8. Allow the users to selectively view transactions by status, check date, or other field data
 9. Automatically match canceled checks from the bank statement to the system by check amounts, check number, and bank ID
 10. Allow the user to update and view the status of checks and track which checks have been encashed or not..
 11. Allow automatic upload of bank statements into the system
 12. Allow controlled direct update of the check or deposit information
 13. Allow the users to query a group of records from the system and update them all simultaneously with a chosen event date (canceled date)
 14. Stale date checks are automatically based upon the difference in the number of days between check issuance and the current date
 15. Allow the user to selectively purge transactions from the system
 16. Receive automatic updates for each check printed, reprinted, handwritten, void, or reversed
 17. Receive automatic updates for each deposit made
 18. Log all transactions related to any given document, such as Issue Date, Review Date, Stop Date, Cancel Date, Reverse Date, etc.
 19. Allow association of a replacement check number with the original check
 20. Creation of an unlimited number of bank accounts and cash accounts
 21. Distinguish between the different types of checks issued
 22. Automatically clear interfund transactions by increasing or decreasing the "claim on cash" via account
 23. Allocate interest income earned in the "pooled cash" account using a user-defined formula (erg: based on average daily Cash balance)
 24. Allocate any bank service charges incurred by the "pooled cash" account using a user-defined formula
 25. Perform basic treasury functions
 26. Perform treasury accounting and reporting functions such as
 - transaction journals
 - complete audit trail
 - cash flow projections
 - Index of payments
 - error correction
 27. Allow the user to input, search, and update the status and information of the remittances of the mandatory monthly deductions
 28. Provide a module for an index of payments that includes:
 - Name of Payee
 - Gross amount
 - Deductions (Tax, GSIS, PAG-IBIG, PhilHealth)

- Net Amount
 - Check Number
29. Allow the input of information for the vouchers:
 - Payee
 - Particulars
 - Mode of Payment (MDS Check, Commercial Check, ADA, others)
 - Purchase Order Number
 - Purchase Request Number
 - VAT
 - EWT
 - Tax for Compensation
 - Gross amount
 30. Allow certain fields to be set as a requirement to be filled before saving. Incomplete information will not be processed by the system and will prompt a “this field must be filled” to proceed.
 31. Check and Balance system: Must be able to detect and identify mismatched entries between the data from the Payroll Module and the Cash Management System and prompt the user for such mismatch.
 32. Allow viewing of mandatory monthly deductions in Employee Share and Employer Share
 33. Interface with the Supplier Module of the Inventory and Supply Management System for the viewing, importing, and exporting of the supplier’s information like the supplier’s name and TIN Number
 34. Interface with the Human resource information system payroll module for viewing the employee’s name, salary, and deductions to check if the employee has submitted all requirements to HR upon release of salary.

Cash Management – Reporting

The system must be able to generate reports in a customizable/modifiable form as needed by the Cash Management Division:

1. Check listing by bank ID and check number
2. Allow a drill-down function to the originating transaction (deposit, check, or other bank transaction)
3. Listing of deposits with detailed information
4. A summary listing of deposit information
5. List of canceled checks
6. History report on any given document
7. List of unreleased checks
8. Outstanding checks
9. Generate a report containing the remittance of the mandatory monthly deductions that includes the names of those withheld
10. Report of Disbursement
11. Report of Check issued
12. Report of Accountability for Accountable Forms (Checks)

13. Report of Accountability for Accountable Forms (Official Receipts)
14. Report of Cash Disbursement
15. Check Disbursement Record
16. Cash Disbursement Record
17. Reports of Collections and Deposits
18. Reports can be exported in excel and PDF format.

C. Check Module - Function

1. Allow input of needed information in the creation of new checks like
 - Payment document number
 - Paying Company
 - Fiscal Year
 - Payment Date
 - Currency
 - Amount Paid
 - Payee name
 - Account number
 - Check number
 - Gross amount
 - Tax amount
 - Other deductions
2. Allow edit information and display of Check lot that includes:
 - Lot number
 - Check number
 - Number status
 - Control data
 - Paying company code
 - Account number
 - Gross amount
 - Tax amount
 - Other deductions
3. Maintain and track check number
4. Issue check for payment account
5. Enable search of checks by name, payee name, and TIN
6. Update the check register after check clearing
7. Allow printing of check
8. Void and cancel check
9. Allow modification of entries/forms as per needed by the Cash Division
10. Maintain a database of created, released, unreleased, void, and canceled checks

ANNEX 2

INVENTORY AND SUPPLY MANAGEMENT SYSTEM

The Inventory and Supply Management System is a combination of software and hardware that allows the BTA Property and Supply Division to collect, store, analyze, and generate reports from the inventory of materials, supplies, and other admin-related services and transactions.

Inventory and Supply Management System - Security

1. Provide file backup and recovery capabilities to restore damaged files
2. Provide online password security at multiple levels (e.g., user, operation, menu, file, field, screen, etc.)
3. Suppress passwords so that they do not appear on the terminal as they are being entered
4. Log all update transactions in a secure audit trail file. Provide clear trails of all transactions from source data entry through summarization at higher levels of integration with other application systems
5. Report attempts of unauthorized system access of use
6. Allow defining an access category relating to groups of users (e.g., members of a department or management class)
7. Allow locking entry screen after a user-specified number of incorrect password attempts
8. Provide transaction logs to assist in the recovery of data or files
9. Allow required changes to user passwords based on a user-specified period of time
10. Automatic time-out after the user has not had any activity
11. Access security for groups, the system administrator can create a group that can access certain modules and transactions such as; add, edit, and delete; For users, it must allow the creation of users who can access certain modules with an assigned username and password
12. Each user must have specific limited access to each module. Only the system administrator can override, create new users, delete users, and provide specific access and privilege to each module.

Inventory – General

1. Facilitates and monitors the location of TPB property
2. Incorporates disposal of unserviceable assets and repair of motor vehicles
3. Accounts for donated assets
4. Tracks the accountability of each employee and their respective Memorandum Receipt issuances online
5. Provide the employee with the list of office equipment issued to him and include the information in their account (Parliament Information System)
6. Uses wireless barcode scanners
7. Property tagging must be direct to the system
8. The system must be available both online and offline
9. Generates barcode of property number stickers

Inventory - Functions

1. Interactive entry, correction, and reporting of:
 - Issues
 - Receipts
 - Adjustments
 - stock item descriptions
2. User-defined stock item table
3. The system provides the following information:
 - article
 - unit of measure
 - description
 - Property number
 - Issued to
 - quantity on hand
 - Amount
 - Purchase order number
 - quantity received on orders
 - ordered year-to-date
 - received year-to-date
 - issued current period
 - issued year-to-date
4. Provide lots of character descriptions
5. Maintains the in-house inventory of “central stores” items
6. Online stock catalog
7. Backorder requisition batch maintenance and posting
8. Multi-line, free-form area for input of stock item descriptions
9. A detailed credit slip of stock item returns is available
10. Maintains vendor and pricing data
11. Allows the entry of next year or current year requisitions in batch
12. Stock catalog that the user can print out
13. Maintains management information such as cumulative purchases and usage for the fiscal year
14. A stock reorder listing which includes all items under the minimum on-hand quantity or at the reorder point
15. A detailed transaction history report for stock items
16. Purge history information for stock items with a zero on-hand quantity and no activity over a user-defined time period
17. Maintains detailed history and summary reports sequenced by stock number
18. Provides the following Warehouse Inventory reports
 - inventory Catalog Report
 - inventory Transactions Report
 - reorder Recommendations Report
 - stock Item Labels
 - departmental Charge Summary Report
 - backorder Items report
 - usage report
 - unfilled requisitions report

- inventory count report
 - inventory status report
 - inventory transactions report
 - inventory obsolescence report
19. An open purchase order listing that includes quantities of items ordered, received, canceled, and paid
 20. Maintains inventory detail reports including stock number, description, date of last order, unit cost, number in stock, and usage for the current year, previous years, and annual totals
 21. Re-order listing of inventory items when stock is below a user-defined re-order point
 22. Allows for backorders
 23. Allow verification of the inventory account balance prior to filling requests
 24. Print system-generated pick-pack slips
 25. Support automatic adjustment to quantity on hand with additions to inventory, withdrawals, and adjustments
 26. Charge allocation data for supplies withdrawn from inventory based on the organization's cost center and budget line item
 27. Audit trail of transactions that are charged in summary to General Ledger
 28. Purge-filled/canceled requests
 29. Ad hoc query to the Inventory System
 30. Inventory Control – The on-order quantity, on-hand quantity, and cost information should be updated as a result of entering vendor invoices for material, if not previously updated on receipt Accounts Receivable Requirement

Asset Inventory - Functions:

1. Manage records for assets
 - a. Manage asset type, generic asset description, and nature of the repair
 - b. Manage records pertaining to property and equipment Insurance
 - c. Manage donation, transfer, and disposal of properties
 - d. Manage reclassification of Assets
2. Capture and document all property and equipment movements. (CAPEX and SEMI-EX)
 - a. Receiving from supplier
 - b. Generation of Inspection and Acceptance Report (IAR)
 - c. Return to supplier
 - d. Request from users
 - e. Issuance of property and equipment to users
 - f. Return to the property office
 - g. Donation, Transfer, and Disposal of property
3. Generation and printing of property barcodes
 - a. Conversion from Item number to Property Numbers
4. The capture of details of approved and signed PO for delivery
5. Online filing and approval of asset movement.
 - a. Generation of Property Acknowledgement Receipt (PAR) and Property Return Slip (PRS)
 - b. Generation of Inventory Custodian Slip (ICS)
6. Generation of Trip Ticket

- a. Online filing and approval of trip ticket requests (request for office vehicle)
 - b. Manage rules governing the queuing and routing of Trip Ticket requests to approving authority (based on a range of amounts and departments involved)
 - c. Generate gate pass for assets or properties to be transferred
7. Accountability and physical presence reconciliation.
- a. Generation of Unaccounted assets per account, office, and end-user
 - b. Auto-update of the system once the unaccounted items are paid by the end-user
 - c. Reclassification of Unaccounted/found assets

Supplies Inventory - Functions

1. Manage records for supplies
 - a. Manage type of supplies and description
 - b. Manage records pertaining to supplies
2. Capture and document all stock movements
 - a. Receiving from supplier
 - i. Generation of Inspection and Acceptance Report (IAR)
 - b. Return to supplier
 - c. Request from users
 - d. Issuance of stocks to user
 - e. Return to stockroom
 - f. Stockroom to stockroom transfer of materials
 - g. Condemnation or breakage
3. Automatic PR preparation (Based on approved APP-Annual Procurement Plan & SPS Stock position sheet)
4. Online filing and approval of SMR (supplies and materials requisition)/ RIS (Requisition & issue Slip) from different units
5. Queue rules in routing SMR/ RIS to approving authority (based on the type of items and stock classification)
6. Monitor the Progress of all supplies and materials requests
7. One-stop ordering checklist for SMR
8. Generation of vouchers for all stock movements
9. Generation of Reports
 - a. Generate a report of all item budgets (per item classification, per department)
 - b. Generate a report of all receiving records (per reference numbers or supplier)(Inspection & Acceptance Report(IAR), Supplies Received for Stock (SRS)
 - c. Generate a report of detailed receiving records and supplier's delivery receipt count and quality discrepancy
 - d. Generate a report of all issued or transferred items per department over a given period (Summary of Supplies & Materials Issued- SSMI)
 - e. Generate detailed on-hand inventory tally per item, per item classification, or storeroom
 - f. Generate a ledger movement (in/out)stock cards style report for each item

ANNEX 3

HUMAN RESOURCE INFORMATION SYSTEM

The system includes the process of recruitment, selection and placement, employee compensation module, and other employee-related services and transactions. Customization of the system must be in alignment with the required specifications of the Human Resource Management Division, BTA - Parliament.

HRIS - Security

1. Provide file backup and recovery capabilities to restore damaged files
2. Provide online password security at multiple levels (e.g., user, operation, menu, file, field, screen, etc.)
3. Suppress passwords so that they do not appear on the terminal as they are being entered
4. Log all update transactions in a secure audit trail file. Provide clear trails of all transactions from source data entry through summarization at higher levels of integration with other application systems
5. Report attempts of unauthorized system access of use
6. Allow defining an access category relating to groups of users (e.g., members of a department or management class)
7. Allow locking entry screen after a user-specified number of incorrect password attempts
8. Provide transaction logs to assist in the recovery of data or files
9. Allow required changes to user passwords based on a user-specified period of time
10. Automatic time-out after the user has not had any activity
11. Access security for groups, the system administrator can create a group that can access certain modules and transactions such as; add, edit, and delete; For users, it must allow the creation of users who can access certain modules with an assigned username and password
12. Each user must have specific limited access to each module. Only the system administrator can override, create new users, delete users, and provide specific access and privilege to each module.
13. The Payroll module of the system must be linked to the Cash Management System for payroll viewing.

HRIS - General

1. The system must be compatible with any biometric device.
2. The system must be linked/interfaced to the Payroll module for the processing and computation of payrolls and the Parliamentary Information System wherein the

- employee can modify and view his account as needed.
3. The system must provide a complete Employee Demographic Personal Record for the management
 4. Must allow archiving and validating of employee's documents in employee's record such as transcript of records, diploma, certification letter, notices, etc
 5. Must allow encoding, editing, and viewing of Personal Information of the employee such as Other Personal Information, Family Members, Emergency Contact, Character Reference, Special Skills, Voluntary Work, Government Service records, Trainings Records, and Health records.
 6. Must provide monitoring of employee attendance
 7. Must allow viewing of the shift schedule, list of filed overtime, and list of filed leave of the employee
 8. Must have Table Maintenance to manage the different table-based data and values required in HRIS
 9. Must be able to change the status of the user accounts of the employee: active for currently employed and inactive for terminated employees
 10. Forms must be modifiable and meet the format as required by the Human Resource Management Division
 11. Must be able to send and receive messages/notifications appointments employees thru the Parliamentary Information System.
 12. Must be able to generate government documents Personal Data Sheet(PDS), Statement of Assets, Liabilities, and Networth(SALN), and other forms required by the HRMD.
 13. Must be able to generate certificates like a certificate of employment that includes the duration, with gross pay and net pay, certificate of leave credits and other certificates required by the HRMD.
 14. Allow exporting of data in excel and PDF formats.

A. Recruitment, Selection, and Placement (RSP)

1. The system must be able to import applicants' data like PDS and other documents for evaluation and filtering.
2. The Human Resource Management Personnel Selection Board (HRMPSB) must have individual accounts to access the applicant's information and to filter them according to the standards and qualifications. Only the filtering committee and chairperson's account can view all remarks made by each member.
3. The system must allow HMPSB member user accounts to input necessary information like scores and remarks to each applicant during the recruitment process. They can also view the examination results of each applicant.
4. The system must automatically compute the scores of each applicant based on the BTA Merit Selection Plan(MSP) Guidelines. Also, it must automatically show the results with ranking.
5. The system must also contain:
 - Applicant's Records
 - a. Personal Data Sheet with Work Experience Sheet
 - b. Credentials (TOR, Eligibility, Certificates, Service Record, Diploma, etc.)
 - c. Pre-Hiring Test Profile (Results and Interpretation)
 - d. Previous work Experiences and background investigation results

- e. Generate alerts based on the number of months of new employees
- f. Allow submission of employment application online with evaluation assessment based on the Qualification Standards of the vacant position being applied for
- Forms/ Reports to be Printed
 - All forms must meet the required format/template required by the BTA-HRMD
 - a. Oath of Office
 - b. Certification of Assumption to Duty
 - c. Plantilla of Casual Appointments (CSC Form 34-B), (CSC Form 34-E)
 - d. Report on Appointments Issued (RAI)
 - e. Candidates Evaluation Sheet
 - f. Ranking of applicants
 - g. Position Description Form
 - h. Personal Data Sheet
 - i. Appointment Processing Checklist
 - j. CSC Appointment
 - k. Contract of Service, Coterminous, Contractual Plantilla
 - l. List of Published Vacant Positions
 - m. Status of Published Vacant Positions
 - n. List of next-in-rank employees to the vacant positions
 - o. CS Form No. 5 Certification There is no applicant who meets all the qualification requirements
 - p. CS Form No. 9 Request for publication of vacant positions
 - q. Welcome Letter for new employees
 - r. Notice of Expiration of contracts/temporary appointment
 - s. Notice of probationary performance evaluation
 - t. Qualification Standards for all positions in the plantilla

B. Personnel Records/Documentation

The system must contain:

1. Employees Records
 - a. 201 file
 - b. Personal and Employment Data (All items included in Personal Data Sheet)
 - c. Employment History
 - d. Records of Movement History
 - i. Reassignment
 - ii. Promotion
 - iii. Salary adjustment
 - iv. Separation (Resignation, Retirement, Transfer, etc.)
 - v. Reappointment

- vi. Others
 - e. Records of Designation
 - i. Duration
 - ii. Honorarium
 - iii. RATA
 - f. Plantilla (item number, position, sg, step, salary, department)
 - i. Vacant positions
 - ii. Filled positions
 - iii. History of the filled position
 - iv. Add/ Create plantilla items
 - v. Abolish items
 - g. Attach scanned files for every personnel (Updating of Records)
 - h. Salary adjustments
 - i. Step Increment
 - i. Reflect on employees without promotion/movement for the last three (3) years
 - ii. Reflect employee's last step increment
 - iii. Option to edit the years in case of adjustment from DBM
 - j. Final IPCR Targets/Rated
2. Generate queries/printed reports based on specific data needed such as
- a. Personal Data Sheet
 - b. Educational background
 - c. Status of employment
 - d. List of employees
 - e. Personnel complement
 - f. Length of Service
 - g. Other data as may be required (by age, place of residence, etc.)
 - h. Service Record
 - i. Certificate of Employment/Compensation
 - j. Notice of Salary Adjustment
 - k. Notice of Step Increment
 - l. Plantilla of Personnel
 - m. Candidates for Loyalty Awards
 - n. List of Employees Qualified for the Grant of Mid-year Bonus
 - o. List of employees with administrative cases

C. Compensation and Benefits

The system must contain:

1. Timekeeping module and tracking of leave credits
 - a. DTR/SR
 - Company name
 - Employee name
 - ID number
 - Position
 - Office
 - Applicable Period/month (15 days or 1 month)
 - Work schedule
 - Time in, break out, break-in, Time out
 - Total hours rendered
 - Late/ under time on applicable dates
 - Total late/under time incurred for a month
 - Print DTR for every cut-off period (1-15, 16-end of the month, 1-end of month)
 - Batch Printing/Individual Printing of DTR
 - Print DTR per status (Permanent, Casual, COS, JO)
 - Summary Report of employees with submitted DTR/SR
 - Summary Report of employees with no entries
 - Reflect on filed leave/Excused Leave/Holidays/WFH/Office Suspension on DTR
 - Summary of incomplete logs report per employee/all employees
2. Leave Management
 - a. Allow online application for all types of leave and approval thru the Parliament Information System by the division chief/head
 - b. Allow automatic computation of leave credits
 - c. Periodic Report on filed leave
 - per employee
 - the type of leave (maternity, paternity, quarantine, SL, VL, etc.)
 - Forced Leave compliance (Forced leave report of all employees – if all 5 FL were already deducted to VL, the concerned employee will be removed from the FL monitoring screen)
 - Summary of Leave balance report per employee
 - Summary of tardiness/undertime on a monthly, semi-annual, and annual basis
 - d. Required Data for processing of leave application
 - Specific dates
 - Employee number
 - Employee name
 - Total No. of Days applied
 - Date filed
 - Leave type
 - Employee name

- No. of available VL, SL, FL, and SPL
 - Allow cancellation of approved leave
 - a. If leave falls on Holiday or suspension of office work
 - b. Cancellation of Forced Leave
- d. Allow batch updates of leave credits
- Offset tardiness/under time to leave balance
 - Deduction of tardiness, undertime, and absences from the leave balance
 - Earn Leave
- e. Allow employees to view/print leave cards through their accounts in the Parliament Information System
- f. Allow viewing leave balance of employees (VL, SL, FL, SPL, and others)
- g. Application for leave format – same with CSC form no. 6

3. Change of Work Schedule

- Allow online request and approval of change of work schedule
- Date of filing
- Employee name
- Position
- Office
- Current and new Schedule
- Period covered
- Officials/Approver of the Change of work schedule

4. Compensatory Time-off (CTO)

- Online request for Compensatory Time-off
- Approved applied Compensatory Time-off

5. Request for monetization/Commutation of Leave

- Allow deduction from the leave balance
- Printing of monetization/commutation of leave forms

6. Uploading of Permit to Travel

7. Uploading of Permit to Teach/Engage in Limited Practice of the Profession

8. Generation of CS Form No. 10 Acceptance of Resignation

D. Learning and Development

1. Individual Performance Commitment and Review (IPCR) Ratings
 - Allow encoding of IPCR Targets and rating of IPCR
 - Store and compile the IPCR Rating of every employee
 - Allow for changes in the rating periods that were previously set.
 - Allow to average rating of the employee to provide numerical ratings.
 - Analyze the rating of every employee to derive the adjectival rating equivalent
 - Multiple report retrieval of the records. (e.g., by office; by employee type; by rating bracket; by greatest to least rating vice versa)
 - Average and tag employees with multiple office assignments for a particular rating period to their latest office assignment
 - Provide a remark for every record
 - Allow all ratings to be rounded off to two decimal places and must be balanced for computations
 - Allow all reports to be exported to excel table format
 - Printing of IPCR Report forms following the required format set by the HRMD (Targets & Rated)
2. Database of Continuing Education, Training, and Seminars attended by employees
 - Capture training, seminars, and other schooling
 - Store and compile the scholarship records and study permits of every employee
 - Online application for a study permit and scholarship
 - Generate reports of a list of employees with approved study permits and scholarship grants
 - Tag the return service contract and track the years rendered for the return service agreement
 - Upload and tag seminars and training attended by each employee to their profile
 - Encode evaluation inputs of training conducted and automatic computation of grades/results
 - Allow employees to input their Training Needs Assessment and summary printout of all inputted training needs assessment
 - Generate report on attendance per training
 - Generate report as required by the Gender and Development (GAD)
 - Allow search/filter by name of employee, date of training, and title of training
 - Conduct online Training Needs Assessment Survey and Results
 - Submission of online Work Accomplishment Report (WAR)
3. Database of resource persons/ speakers for training/ seminars
 - Name of trainer/ resource person/ speaker
 - Qualifications
 - No. of Training conducted
 - Dates of training
 - Title of training and a brief description

F. ID Generation Module

1. Allow employee information saved by the HRIS to be reflected in the ID Generation Module:
 - Employee name
 - Position
 - ID number
 - Appointment Status
 - Blood Type
 - Date of Birth
 - Gender
 - Philhealth Number
 - GSIS
 - PAG-IBIG
 - TIN
 - Address
 - In case of emergency contact details
 - Validity
 - Signature
2. Generate unique QR Code
3. Allow creation and modification of ID card format for employee ID and ARTA ID, including the signatory(Parliament Speaker) based on the approved BTA ID
4. Allow exporting and printing of employee ID and ARTA ID containing the information needed with QR Code

G. Others

1. Different dynamic reports as needed (must be filtered to certain demographic requirements)
2. HRMD Reminders/Memo
3. A user-friendly and secured system with an easy and attractive graphical interface. Customized system as per BTA - Parliament requirements
4. Configure the system based on BTA - Parliament HRMD process flow
5. Allow automatic backup and restore features
6. Allow exportable reports to Spreadsheet file or Word file
7. Audit trails
8. Provide training and coaching to relevant staff during implementation
9. Provide Technical support when needed

G. Biometric Device (2 units)

Technical Specifications

Multi-function Face Identification Terminal

Display: 2.8-inch capacitive touch screen

Face Capacity: 3,000

Fingerprint: 5,000

ID Card Capacity: 100,000

Logs Capacity: 1,000,000

Communication: Ethernet, USB (Host), Wi-Fi (optional)

Standard Functions: ID card, Automatic Status Switch, Self-Service Query, Work Code, T9 Input, 9 Digit User ID, DST, Scheduled bell and Short Message, 3rd party electric lock, door sensor, and exit button, alarm

Optional Function: Mifare Card

Power Supply: 12V/1.5A

Verification Speed: < 1S

Operating Temperature: 0 – 45°C

Operating Humidity: 20% - 80%

Dimensions: 104.7 x 160 x 36 mm (L x H x D)

Features:

- Face Recognition Biometric System
- Infra-red optical system enables user identifications in a wide range of light environment
- Timekeeping
- Attendance Report

H. Payroll Module

Payroll Module - Functionality

1. Must have a user-friendly, and clean interface designed to eliminate tedious payroll calculations.
2. Must follow government-mandated calculations
3. Must have an automatic computation of employee's income and processing of government-mandated contributions
4. Must have an automatic computation of different types of payroll classifications
5. Must have an automatic generation of employee leave credits and archives of all employee leave application
6. Must be compatible with any time capturing devices such as biometrics, face-

- recognition, card, and any other type that can be imported in CSV and data file
7. Must have Auto-present mode in time the capturing device breaks down
 8. Must have a capability to recognize multiple shift schedules
 9. Must have an automatic computation of income and mandatory deductions, posting of loans, including gross pay and net pay
 10. Must allow automatic fetching of data from entries in the HRIS like employee name, TIN, and other necessary information needed and be viewed in the payroll module.
 11. Must allow accepting of multi-renewal of loan application
 12. Must allow creating of entries for changes on mandatory deduction. Mandatory deductions must display employee and employee share
 13. Must allow creating of entries of employee's loan and setting of loan schedule
 14. Must allow for adjustment of earnings, deduction, and loans of the employee for a valid reason by authorized personnel
 15. Must allow displaying of the obligation request and disbursement voucher of the posted payroll
 16. Generate Alpha list, General Payroll, and other forms following the format required by BTA-HRMD
 17. Allow export and printing of data in excel and pdf format
 18. Enables retrieval of all values to be remitted from payroll processing
 19. Allows manual posting of remittances
 20. Interfaced with Human Resource Information System for payroll processing and Cash Management System for viewing employee's payroll and HR-related requirements for releasing of salary. Check and balance mechanisms must be present in the system for error checking.
 21. Automated table maintenance for the data and values required in the computation of payroll processing compensation benefits and other modules in the system to track claimed and unclaimed salaries.
 22. Provides multi-level security features that log all activities of the user
 23. Has authority and access rights that would allow the organization to maintain group and user accounts and all activities involving systems and data integrity
 24. Allow display and print of employees' names, net income, and other deductions in a format required by BTA-HRMD
 25. Allow integration to the existing system of BTA-HRMD

Payroll Module - Reporting

1. Provide Real-Time Reports that include:
 - Payslip
 - Payroll Summary
 - Monthly/Annual HDMF Contributions
 - Monthly/Annual Philhealth Contributions
 - Monthly/Annual GSIS or SSS Contributions
 - Monthly/Annual Loan Contributions
 - Unlimited Number of Departments/Divisions/Sections
 - Unlimited Number of Positions
 - Unlimited Number of Employee Types

- Weekly, Semi-Monthly, Monthly pay Frequency
- Daily Rate or Monthly Rate type
- Allows multiple changes Daily Rate updates within a Payroll Period

I. Attendance Management - Features

1. Web-based Time and Attendance Management Software
2. Must be compatible with any Biometric Device, linked/interfaced with the HRIS modules and Payroll Module
3. Powerful web-based time and attendance management software that provides a stable connection to standalone push communication devices by Ethernet/Wi-Fi/GPRS/3G and working as a private cloud to offer employee self-service by a web browser
4. Multiple administrators can access anywhere using a web browser. It can easily handle hundreds of devices and thousands of employees and their transactions.
5. With an intuitive user interface that is able to manage timetable, shift, and schedule and can easily generate attendance reports
6. Capture real-time logs and easily generate DTR
7. Compatible with the Biometrics Device
8. Multiple Kinds of Shift Scheduling
9. E-mail Alert for Request Approval
10. Overtime Calculation
11. Auto Export of Attendance Report
12. Meeting Management
13. Simple Access Control Auto-synchronization of Biometric Templates by Area
14. Security Settings
15. Real-time Monitoring
16. Linked to the Payroll System (Can input vacation, sick, forced, and special leaves (with or without pay, view earned leave credits, calculate total earned leave credits and compensatory time off)
17. Attendance Calculation and Reports (Can view and update attendance records, record attendance of personnel, absences, and tardiness)
18. Easy Integration with API
19. Database Backup and Restore
20. Multi-user capability with assignable user privilege
21. Allow override and modification of entries by the system administration for absences caused by urgency, immediate travel, sickness, and others

ANNEX 4

PARLIAMENTARY INFORMATION SYSTEM

This system will allow BTA Employees to access basic services from offices like their individual payslips, and other information as well as they will have access to filing or requesting documents from HR and among others. Employees will have their log-in credentials to access their account that contains HR-related information, payroll, and other transactions. Customization of the system must be in alignment with the required specifications of the BTA - Parliament.

PIS - Security

1. Provide file backup and recovery capabilities to restore damaged files
2. Provide online password security at multiple levels (e.g., user, operation, menu, file, field, screen, etc.)
3. Suppress passwords so that they do not appear on the terminal as they are being entered
4. Log all update transactions in a secure audit trail file. Provide clear trails of all transactions from source data entry through summarization at higher levels of integration with other application systems
5. Report attempts of unauthorized system access of use
6. Allow defining an access category relating to groups of users (e.g., members of a department or management class)
7. Allow locking entry screen after a user-specified number of incorrect password attempts
8. Provide transaction logs to assist in the recovery of data or files
9. Allow required changes to user passwords based on a user-specified period of time
10. Automatic time-out after the user has not had any activity
11. Each user must have specific limited access to each module. Only the system administrator can override, create new users, delete users, and provide specific access and privilege to each module. Each employee can only access their accounts.
12. Must be able to fetch data from the HRIS.

A. Online Employee Service - Functions

1. Allows employees to apply a request for certificates, leaves, shift schedule, overtime, Daily Time Record (DTR) adjustments, and online benefits utilization
2. Enable to manage of the requisition of leave application
3. Allows employees to upload documents required by the HR Personnel
4. Allows viewing of processed employee's attendance summary
5. Allows viewing of processed employee's payslip
6. Allows viewing of employee 201 information

7. Allows employees to submit reports and receive messages/notifications from the HRMD like announcements and memorandum orders.
8. Allows employees to request the reservation of conference rooms, LED walls, and office vehicles and prompt these requests to the account of the persons responsible.
9. Allow employees to view the list of office equipment issued
10. Provide limited access to employees and additional privileges to division heads like viewing and printing of DTRs, approval of leave applications, and other necessary transactions as per advised by the HR

B. Employee Self-Service

1. Allow to modify personal information and upload documents with approval
2. View attendance records
3. View summary of benefits and deductions
4. View announcements
5. View leave reports and balances
6. Allow application and approval of leave of absence, overtime, official business, and travel order
7. Allow application for compensatory time-off
8. Allow access to information by employees from their workstations
9. Allow limited access to HRMD forms and information as per required by BTA-HRMD (PDS, SALN, Leave Form, etc.)

C. Legislative Information System

1. Must contain a Status Matrix of the following Legislative Documents:
 - a. Bills
 - b. Resolutions (Adopted and Proposed)
 - c. Bangsamoro Autonomy Acts
 - d. Committee Reports
2. The Status Matrix must contain the following to input data:
 - a. Title of the Legislative Document
 - b. Authors (Principal and Co-Authors)
 - c. Legislative Status (Filed, First reading, Second reading, Adopted, Ratified, Deferred, Referred to Copmmittee, Date, Session number)
 - d. Committee Referrals
 - e. Legislative History (Stage and Date)
 - f. Category
 - g. Remarks
3. Must have drop-down menus for each section for easy selection. Data for the drop-down menu must be editable in a database within the system like the list of Members of Parliament for the Authors section.
4. For the Authors section, there must be an indicator if the authors were changed or modified. (Example: Black for previously added authors, blue for newly added authors, and red for removed authors)
5. Must allow creation of new Status Matrix every end of the term of the Parliament.
6. All data must be fully editable in real-time.
7. The system must be fully customizable upon request.

Section VII. Bidding Forms

| | |
|--|-------|
| Eligibility Documents Submission Form..... | 119 |
| Technical Proposal Forms..... | 11720 |
| Omnibus Sworn Statement | 130 |
| Bid Securing Declaration | 133 |
| Financial Proposal Forms | 13235 |
| Form of Contract Agreement..... | 13942 |

ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

In line with this submission, we certify that:

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

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

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

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

TECHNICAL PROPOSAL FORMS

Notes for Consultants

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

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

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

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

General approach and methodology, work and staffing schedule

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

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

Curriculum Vitae (CV)

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

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

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

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

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

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

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

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

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

We remain,

Yours sincerely,

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

TPF 2. CONSULTANT'S REFERENCES

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

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

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

Consultant's Name: _____

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

On the Terms of Reference:

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

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

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

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

TPF 5. TEAM COMPOSITION AND TASK

| 1. Technical/Managerial Staff | | |
|--------------------------------------|----------|--|
| Name | Position | |
| | | |
| | | |
| | | |
| | | |
| | | |

| 2. Support Staff | | |
|-------------------------|----------|--|
| Name | Position | |
| | | |
| | | |
| | | |
| | | |

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Commitment:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

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

Part-time: _____
 Signature: _____
 (Authorized representative)

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

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

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 _____.

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 _____.

FINANCIAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content of the Financial Proposal.

Cover Letter

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

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

Costs of Consulting Services

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

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our 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]*.

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

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

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

We remain,

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

FPF 2. SUMMARY OF COSTS

| Costs | Currency(ies) ² | Amo |
|------------------------------------|----------------------------|-------|
| Subtotal | | |
| Local Taxes | | |
| Total Amount of Financial Proposal | | _____ |

FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

| Activity No.: _____ | Activity No.: _____ | Description |
|------------------------|----------------------------|-------------|
| Price Component | Currency(ies) ³ | Amount in |
| Remuneration | | |
| Reimbursables | | |
| Miscellaneous Expenses | | |
| Subtotal | | _____ |

FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

FPF 5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

| No. | Description | Unit | Quantity | Unit Price 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 | | | |

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) General and Special Conditions of Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents/statements submitted (*e.g.*, bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Binding Signature of Procuring Entity

Binding Signature of Consultant

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

Section VIII. Appendices

I. Description of Services

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

II. Reporting Requirements

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

III. Key Personnel and Subconsultants

List under:

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

IV. Breakdown of Contract Price

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

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

V. Services and Facilities Provided by the Client

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

VI. Consultant's Representations Regarding Costs and Charges

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

1. Review of Remuneration Rates

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

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

(i) Salary

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

(ii) Bonus

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

(iii) Social Costs

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

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

(iv) Cost of Leave

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

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

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

(v) Overheads

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

(vi) Fee or Profit

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

(vii) Away from Headquarters Allowance or Premium

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

(viii) Subsistence Allowances

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

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

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

2. Reimbursables

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

3. Bank Guarantee

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

VII. BREAKDOWN OF AGREED FIXED RATES⁷

[Currencies: _____⁸]

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

Signature of Consultant: _____

Date: _____

Authorized Representative: _____

Name: _____

Title: _____

