

PHILIPPINE BIDDING DOCUMENTS

CONSULTING SERVICE FOR SYSTEM MAINTENANCE, AND ENHANCEMENT OF MODERNIZED PHILIPPINE GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM (MPHILGEPS) FOR 1 YEAR

of the

PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM)

Part II – Technical and Financial Documents

PUBLIC BIDDING NO. 009-2022

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CHECKLIST OF REQUIREMENTS FOR THE TECHNICAL AND FINANCIAL
PROPOSAL

I. Class "A" Documents-

Technical Proposal

- ☐ 1. Bid Security (as described in BDS 15.1)
- ☐ 2. Technical Proposal Submission Form (Use TPF1)
- ☐ 3. Consultant's Project References; as described in ITB 10.2 (b) (i) (Use TPF2)
- ☐ 4. Comments and Suggestions; as described in ITB 10.2 (b) (vi) (Use TPF3)
- ☐ 5. Methodology; as described in ITB 10.2 (b) (ii) (Use TPF4)
- ☐ 6. Team Composition and Tasks; as described in ITB 10.2 (b) (v) (Use TPF5)
supported w/ an organizational chart
- ☐ 7. Curriculum Vitae of each nominated Expert; as described in
ITB 10.2 (b) (viii) (Use TPF6)
- ☐ 8. Time Schedule; as described in ITB 10.2 (b) (iv) (Use TPF7)
- ☐ 9. Work Plan; as described in ITB 10.2 (a) (iii) (Use TPF8)
- ☐ 10. Omnibus Sworn Statement; as described in ITB 10.2 (c) (Use attached
prescribed format in Section VII. Bidding Forms)

Financial Proposal consisting of the following:

- ☐ 1. Financial Proposal Submission Form (Use FPF1).
- ☐ 2. Summary of Cost (Use FPF2).
- ☐ 3. Cost of Services (Use FPF3).
- ☐ 4. Hardware Cost (Use FPF4).
- ☐ 5. Other Expenses (if any) (Use FPF 5)

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Section II. Instructions to Bidders



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A. General

1. Introduction

- 1.1. The Procuring Entity named in the Bid Data Sheet (BDS) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as "Consultant") from among those shortlisted, 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.

Relationships 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 shortlisted 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.
 - (f) 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:
- (g) Having taken steps to carefully examine all of the Bidding Documents;
 - (h) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (i) Having made an estimate of the facilities available and needed for this Project, if any;
 - (j) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under ITB Clause 8.4.
 - (k) 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;
 - (l) 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;
 - (m) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
 - (n) 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;
 - (o) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
 - (p) 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
- (q) 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:

- (r) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
- (s) 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.
- (t) 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.
- (u) 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:

- (v) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).
- (w) 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 an instrument.
- (x) 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.
- (y) 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 Form.

- 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, FPF 5. Reimbursable 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 must match the list of experts and their respective inputs shown in Technical Proposal Form.
- 11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The BDS details the taxes payable.
- 11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subconsultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).
- 11.7. Unless otherwise provided in the BDS, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

12. Alternative Bids

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

13. Bid Currencies

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

- 13.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

14. Bid Validity

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

15. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instruments.</i>	Two percent (2%)

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

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

- 15.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 15.2.
- 15.4. Upon signing and execution of the contract pursuant to ITB Clause 31, and the posting of the performance security pursuant to ITB Clause 32, the

Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in ITB Clause 15.2.

15.5. The bid security may be forfeited:

- (z) 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.
- (aa) 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 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 VII 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:

- (bb) contain the name of the contract to be bid in capital letters;
 - (cc) bear the name and address of the Consultant in capital letters;
 - (dd) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 18.1;
 - (ee) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
 - (ff) 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. 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 furnish 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:
- (d) late submission, *i.e.*, after the deadline set in the ITB Clause 18;
 - (e) failure to submit any of the technical requirements provided under this ITB and TOR;
 - (f) the Consultant that submitted a Bid or any of its partner and/or sub-consultant belongs to one of the conflict of interest cases as described in ITB Clauses 2.1(a) to (c) and failed to make a proper statement to that effect in the cover letter; or
 - (g) 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:
- (h) Discussion and clarification of the TOR and Scope of Services;
 - (i) Discussion and finalization of the methodology and work program proposed by the Consultant;
 - (j) 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);
 - (k) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
 - (l) Unless otherwise indicated in the BDS, discussion on the Financial Proposal submitted by the Consultant; and
 - (m) 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:
- (n) 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;
 - (o) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

- (p) 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:
- (q) No bids are received;
 - (r) All prospective bidders are declared ineligible;
 - (s) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or
 - (t) 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:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) 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;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) 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)
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<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Five percent (5%)</p>
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

- 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. 33.2 The contract effective 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



Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <i>Procurement Service - Department of Budget and Management (PS-DBM)</i></p> <p>The evaluation procedure is <i>Quality Cost Based Evaluation/Selection (QCBE/QCBS)</i> using the following rating: 60% for the technical component and 40% for the financial component.</p>
1.2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>Procurement Service Funds of 2022</i></p> <p>The name of the project is <i>CONSULTING SERVICE FOR SYSTEM MAINTENANCE, AND ENHANCEMENT OF MODERNIZED PHILIPPINE GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM (MPHILGEPS) FOR 1 YEAR</i></p>
1.3	<i>A 1 year of consulting service for the system maintenance and enhancement of mPhilGEPS to maintain its performance and upgrade its design and functionality. Detailed requirements are indicated in the Terms of Reference and the Annexes of this Project.</i>
1.4	<i>Refer to Terms of Reference (TOR).</i>
5	No further instructions.
6.1	Subcontracting shall not be allowed.
6.2	Not applicable.
7.1	The Procuring Entity will hold a pre-bid conference for this Project on January 04, 2023 at 10:00 A.M. at the <i>PS Conference Room, PS-DBM Compound, RR Road, Cristobal St., Paco, Manila</i>
8.1	<p>The Procuring Entity's address is:</p> <p><i>PS-DBM Compound, RR Road, Cristobal St., Paco, Manila</i></p>
10.1(b)	Not applicable

10.1(c)	<p>The minimum required experience of proposed professional staff is as follows:</p> <table border="1"> <thead> <tr> <th colspan="2">Minimum Staffing Requirements</th></tr> </thead> <tbody> <tr> <td colspan="2">One (1) Lead Project Coordinator (key personnel)</td></tr> <tr> <td>Education</td><td>College Degree</td></tr> <tr> <td colspan="2">2 years experience as project lead coordinator</td></tr> <tr> <td colspan="2">Certified agile project management or any equivalent or higher certificate</td></tr> <tr> <td colspan="2">Two (2) Lead Developer/Full Stack Developer (key personnel)</td></tr> <tr> <td>Education</td><td>College Degree</td></tr> <tr> <td colspan="2">7 Years experience in the Software Development</td></tr> <tr> <td colspan="2">Certified agile project management or any equivalent or higher certificate</td></tr> <tr> <td colspan="2">Developed at least two (2) systems for the past 3 years</td></tr> <tr> <td colspan="2">Two (2) Network Administrator</td></tr> <tr> <td>Education</td><td>College Degree</td></tr> <tr> <td colspan="2">2 Years experience as network administrator</td></tr> <tr> <td colspan="2">Certified on technology principals proving competence either in cloud computing or management of networks in data centers</td></tr> <tr> <td colspan="2">Three (3) Front-End Developer</td></tr> <tr> <td>Education</td><td>College Degree</td></tr> <tr> <td colspan="2">2 Year experience as front-end developer</td></tr> <tr> <td colspan="2">Certified experience in the area of PHP, HTML, CSS, and Javascript</td></tr> <tr> <td colspan="2">Have experience in CakePHP or equivalent to any Model-View-Controller (MVC) structure in the development</td></tr> <tr> <td colspan="2">Have experience in the Object Oriented structure</td></tr> <tr> <td colspan="2">Have experience in the Git or any open source distributed version control system</td></tr> <tr> <td colspan="2">List minimum of 1 developed web-based system for the past 3 years</td></tr> <tr> <td colspan="2">Two (2) Lead Database Analyst</td></tr> <tr> <td>Education</td><td>College Degree</td></tr> <tr> <td colspan="2">Minimum of 2 Years experience as Senior Database Analyst who construct databases from scratch</td></tr> <tr> <td colspan="2">At least 3 Years experience with hybrid set -ups of cloud and on - premise servers</td></tr> <tr> <td colspan="2">Developed 1 MySQL database in the system</td></tr> <tr> <td colspan="2">Three (3) Back-End Developer</td></tr> <tr> <td>Education</td><td>College Degree</td></tr> <tr> <td colspan="2">2 Years experience as MySQL Back-End Developer who has experience in the query development, API and managing database server.</td></tr> <tr> <td colspan="2">Have experience in the Git or any open source distributed version control system</td></tr> <tr> <td colspan="2">Developed 1 MySQL database in the system</td></tr> <tr> <td colspan="2">Developed 1 system that utilizes microservices</td></tr> <tr> <td colspan="2">Two (2) Quality Assurance</td></tr> <tr> <td>Education</td><td>College Degree</td></tr> </tbody> </table>	Minimum Staffing Requirements		One (1) Lead Project Coordinator (key personnel)		Education	College Degree	2 years experience as project lead coordinator		Certified agile project management or any equivalent or higher certificate		Two (2) Lead Developer/Full Stack Developer (key personnel)		Education	College Degree	7 Years experience in the Software Development		Certified agile project management or any equivalent or higher certificate		Developed at least two (2) systems for the past 3 years		Two (2) Network Administrator		Education	College Degree	2 Years experience as network administrator		Certified on technology principals proving competence either in cloud computing or management of networks in data centers		Three (3) Front-End Developer		Education	College Degree	2 Year experience as front-end developer		Certified experience in the area of PHP, HTML, CSS, and Javascript		Have experience in CakePHP or equivalent to any Model-View-Controller (MVC) structure in the development		Have experience in the Object Oriented structure		Have experience in the Git or any open source distributed version control system		List minimum of 1 developed web-based system for the past 3 years		Two (2) Lead Database Analyst		Education	College Degree	Minimum of 2 Years experience as Senior Database Analyst who construct databases from scratch		At least 3 Years experience with hybrid set -ups of cloud and on - premise servers		Developed 1 MySQL database in the system		Three (3) Back-End Developer		Education	College Degree	2 Years experience as MySQL Back-End Developer who has experience in the query development, API and managing database server.		Have experience in the Git or any open source distributed version control system		Developed 1 MySQL database in the system		Developed 1 system that utilizes microservices		Two (2) Quality Assurance		Education	College Degree
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	1 Year experience as Quality Assurance or as assistant in the project management				
	Has experience with API testing				
	Has experience with automated Testing				
	Has experience with manual user interface testing				
	Has International Software Testing Qualifications Board (ISTQB) certificate or any equivalent or higher certificate is required				
	Five (5) System Support Staff				
	Education	College Degree			
	Minimum of 2 Year experience as System Support Staff or have experience in call center as inbound staff support				
11.2	FPF 1. Financial Proposal Submission Form FPF 2. Summary of Cost FPF 3. Cost of Services FPF 4. Other Expenses (if any)				
11.5	Taxes: All proposals shall be subject to 12% Value-Added Tax and all other standard and applicable government taxes.				
11.7	The ABC is <i>Fifty One Million Pesos (₱51,000,000.00)</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 for 120 Calendar Days from the date of opening of bids.				
15.1	The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts: <table border="1" data-bbox="421 1429 1386 1783"> <tr> <td>CONSULTING SERVICES FOR SYSTEM MAINTENANCE AND ENHANCEMENT OF MODERNIZED PHILIPPINE GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM (mPhilGEPS) FOR ONE (1) YEAR</td><td>Cash, Cashier's Manager's Check (2%) or 2 Percent (2%) of ABC</td><td>Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</td></tr> </table>		CONSULTING SERVICES FOR SYSTEM MAINTENANCE AND ENHANCEMENT OF MODERNIZED PHILIPPINE GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM (mPhilGEPS) FOR ONE (1) YEAR	Cash, Cashier's Manager's Check (2%) or 2 Percent (2%) of ABC	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)
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	The bid security in the form of cashier's/manager's check shall be payable to PROCUREMENT SERVICE-DBM.				
15.2	The bid security shall be valid for <i>120 Calendar Days from the date of opening of bids.</i>				

15.5(b)(iii)	No further instructions.									
17.1	No further instructions.									
17.3	Each Bidder shall submit One (1) original and One (1) copy of the first and second components of its bid.									
18	<p>The address for submission of bids is PS Conference Room, PS-DBM Compound, RR Road, Cristobal St., Paco, Manila.</p> <p>The deadline for submission of bids is <i>January 18, 2023 at 10:00 A.M.</i></p>									
21.2	<p>The address for Opening of bids is PS Conference Room, PS-DBM Compound, RR Road, Cristobal St., Paco, Manila.</p> <p>The deadline for opening of bids is <i>January 18, 2023 at 10:00 A.M.</i></p>									
22.1	No further instructions.									
24.2	The bidder will be required to make a presentation on their proposed solution, the plan and approach for addressing the requirements given in the TOR. The presentation shall include a live demonstration/proof of concept of the proposed application software. The specific schedule for the presentations shall be provided by the Procuring Entity to the bidders who submitted their bids. The Procuring Entity shall provide such notice/schedule for presentations at least five working days prior to the scheduled live demonstration/proof of concept.									
25.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <p>a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 25.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened.</p> <p>b) The financial and technical proposals shall be given corresponding weights with the financial proposal given forty percent (40%). The weight of the technical criteria shall be sixty percent (60%). The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.</p>									
25.3	<p>The numerical weight and the minimum required St for each criterion are as follows:</p> <table><tr><td>Criteria</td><td>Weight</td><td></td></tr><tr><td>Company Experience</td><td>25%</td><td></td></tr><tr><td>Proposed Solution, Approach and Methodology and Work Plan</td><td>50%</td><td></td></tr></table>	Criteria	Weight		Company Experience	25%		Proposed Solution, Approach and Methodology and Work Plan	50%	
Criteria	Weight									
Company Experience	25%									
Proposed Solution, Approach and Methodology and Work Plan	50%									

	Qualification of Personnel	25%	
	Total	100%	
	Minimum overall percentage of	70%	
	<p>The minimum required to pass is the overall percentage of 70%.</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>		
26.1	<p>The opening of Financial Proposals of those who attained the minimum technical score shall be announced at least three (3) days before the schedule.</p> <p>Financial Proposals <i>shall</i> be opened in public.</p>		
26.2	<p>After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise specified in ITB Clause 26.1. The notification may be sent by registered letter, facsimile, or electronic mail.</p> <p>The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.</p> <p>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 required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 13. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.</p>		

	<p>The lowest Financial Proposal (F1) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:</p> $Sf = 100 \times F1/F$ <p>Where:</p> <p>Sf is the financial score of the Financial Proposal under consideration,</p> <p>F1 is the lowest Financial Proposal, and</p> <p>F is the Financial Proposal under consideration.</p> <p>Using the formula $S = St \times T\% + Sf \times F\%$, the Bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; $T + F = 1$) indicated below:</p> <p>T _____ [60%]; and F _____ [40%]; accordingly, the total weights given to the Technical and Financial Proposals shall be 100%.</p>
27.1	The address for negotiations is at <i>PS Conference Room, DBM Compound, RR Road, Cristobal Street, Paco, Manila.</i>
27.2(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.
28.2	<p>The following income and business tax returns shall be required from the consultant with the highest-rated bid, including its joint venture partners, if any, whether local or foreign:</p> <ul style="list-style-type: none"> • Income Tax Returns for taxable year 2021 (BIR Form 1701 or 1702) is required; and; • Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, covering the last six months from the date of Opening of Bids. <p><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</i></p>
31.4.6	<i>List additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity or state "No additional requirement."</i>
32.1	No further instructions.
33.2	The effective date of the contract is three (3) days after the issuance of the Notice to Proceed (NTP).

DETAILED TECHNICAL EVALUATION CRITERIA

Detailed Evaluation Criteria for ‘Experience and Capability of the Firm’

CRITERIA		Score	%	%	Points
I. Applicable Experience of the Firm* <i>(* The scores for the Applicable Experience of the Firm shall be carried on from the scores recorded for the bidder in the short-listing phase)</i>					25
II. Proposed Solution, Approach and Methodology and Work Plan					50
A. System Development Management Presentation				60	
	Clarity (well-defined approach & procedures)	30			
	Feasibility (Realistic/ implementable/ measurable/ practicable)	30			
	Comprehensiveness of the plan of approach (responsiveness to the engagement)	40			
B. Modules/Functionalities To Commit				40	
	Commit (1pt for every functionality)				
	not Commit (0pt for every functionality)				
III. Qualification of Personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking** (In the CVs, bidders shall clearly indicate the details of academic qualifications and certifications of the key personnel, overall experience (projects and number of years) and specific experience (projects and number of years) relevant to the proposed position). <i>(** The scores for the Qualification of Personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking shall be carried on from the scores recorded for the bidder in the short-listing phase)</i>					25
TOTAL					100

PhilGEPS Functionalities			
		Availability	Severity
I. Base System			
1. Dashboard and Analytics <i>This is the default page once a user has logged into the PhilGEPS application. This facility includes a list of pending task which will be displayed for the user but because different types of users are involved in different stages of the process, each type of user will have a different set of pending tasks. This will work as a reminder for all the users about the tasks that they need to take certain follow-up actions, e.g. approval/disapproval of registrations, documents and payments, document ordering or drafting of messages, etc.</i>		Enhancement	Medium

2. Central Registration Facility		
<i>Registration for System Administrators, Procuring Entities including Bids and Awards Committees, Oversight Government Agencies, Auditors, Civil Society Organizations, Multilateral Development Banks. This facility includes the User Role Management</i>	Enhancement	Medium
3. Site Administration / Content Management System (CMS)		
<i>Facility that allows the System Administrators to monitor the PhilGEPS application. This includes maintenance of the various reference files, chart of accounts, terms and conditions, texts and messages. System administrators are also allowed to configure workflows, business rules and forms.</i>	Enhancement	Medium
Vendor Services		
4. Gov't of the Phils - Official Merchant Registry (GOP-OMR)		
<i>Is the central registration facility for suppliers, contractors and consultants (merchants). Allow the merchants to upload digital copies of eligibility documents as well as printing of PhilGEPS Certificate</i>		
<i>Merchants are also allowed to maintain their list of on-going and completed project.</i>	Enhancement	Medium
<i>In addition, Merchants can also promote their products through an Advertisement facility; it is a quick promotion of product information which includes banner ads, display ads, etc.)</i>		
5. Bid Submission		
<i>Facility that allows Vendors to submit their bids using the form specified in the bidding documents. Bids may be submitted electronically or manually. This can be configured during the creation of bid notice.</i>	Enhancement	High
6. Joint Venture		
<i>Facility for the vendors to create a Joint Venture to submit, modify and update the bid requirements together with other interested vendors.</i>	Enhancement	Low
7. Filing of Request for Reconsideration\Protest		
<i>Facility that allows the Bidder to file Request for Reconsideration\Protest and upload supporting documents at any stage of the Bidding.</i>	Enhancement	Medium
Buyer Services		
8. Annual Procurement Plan		
<i>Facility for the Procuring Entities to input their Annual Procurement Plans. This module should be displayed in web form with the capability to accept uploaded Excel files from the users.</i>	Enhancement	High
9. BAC Maintenance		
<i>Facility to create and maintain BAC group for a particular procurement method of the organization. These BAC groups will then be used during the creation of notices. Creation and assigning of BAC roles must be maintained in this module.</i>	Enhancement	High
10. Bid Creation		
<i>Facility for the Procuring Entities to create bid notices for the different methods of procurement (which also include Alternative Method of Procurement), upload bid documents including plans and drawings.</i>	Enhancement	High
11. Bid Posting		
<i>Facility that allows the Procuring Entity to post notices online. Once a notice is posted, it can no longer be edited. A daily batch program runs to process all notices submitted for posting.</i>	Enhancement	High

12. Bid Supplement		
<i>Facility for the Procuring Entity to specify the updates to the Bidding Documents and the Schedule of Activities. It also allows them to upload supporting documents or documents that were amended for various reason.</i>	Enhancement	High
13. Bid Opening		
<i>Facility for the Bids and Awards Committee to record the opening of bids submitted manually and electronically via the website. This will also generate and print Abstract of Bid as Read, a compilation of bidders and their respective bids submitted.</i>	Enhancement	High
14. Bid Evaluation		
<i>Facility for the Bids and Awards Committee to record the results of bid evaluation electronically as well as to evaluate bids (technical and financial) electronically This will also generate and print Abstract of Bid as Calculated, a compilation of bidders and their respective bids calculated by the system.</i>	Enhancement	High
15. Post qualification		
<i>Facility for the Bids and Awards Committee to invite merchants and request additional documents for post qualification electronically. This allows the Procuring Entity to conduct post qualification of opened bids.</i>	Enhancement	High
16. Bid Award		
<i>Facilitates the awarding of the bid to the Least Calculated Responsive Bidder (LCRB) or to the Highest Rated Responsive Bidder (HRRB) in the case of Consulting and update the award to include the notice to proceed and contract details.</i>	Enhancement	High
17. Bid Award – Alternative Procurement Methods		
<i>Facility to formally award the bid to the winning bidder and update the award to include the notice to proceed and contract details in alternative procurement.</i>	Enhancement	High
18. e-Reverse Auction		
<i>Facility that allows eligible vendors to participate in a type of auction in which the roles of buyer and seller are reversed. In an ordinary auction (also known as a forward auction), buyers compete to obtain goods or services by offering increasingly higher prices. In a reverse auction, the sellers compete to obtain business from the buyer and prices will typically decrease as the sellers underbid each other</i>	Enhancement	High
19. Framework Agreement		
<i>Facility to support agreements with suppliers that set out terms and conditions under which specific purchases (call-offs) can be made throughout the term of the agreement. In most cases a framework agreement itself is not a contract, but the procurement exercise to establish a framework agreement is subject to the public procurement rules.</i>	To be developed	High
20. e-Market		
<i>Facility to allow suppliers to post common-use and non-common use goods, supplies, equipment and materials for price matrix analysis and can expanded to procurement of goods directly in the system</i>	To be developed	High
21. Virtual Store		
<i>Allows procuring entities to order common-use goods from the Procurement Service, and conduct e-shopping and small value procurement of non-common use goods, supplies, materials and equipment that are available from the e-market.</i>	Enhancement	Medium
22. Integrated Notices Publication (INP)		
<i>Facility for the bid and award notices posted in the PhilGEPS to automatically be published in the government agencies' own websites using an Application Program Interface (API), embedded iframe, or url</i>	Enhancement	Medium

23. Payment Services		
<i>This module will be utilized by the Vendor (Suppliers) and PhilGEPS in capturing and recording payment for certain fees such as Vendor Membership fees, Bid Document fees, Additional Vendor Contact fees (Platinum Membership), Additional Catalogue for Products/Services and whatever PhilGEPS offers in services deemed for payment. In addition, this will allow Procuring Entities to pay online in purchasing common-use supplies in Procurement Service by establishing connectivity with banks/e-payment gateway. (this shall be committed depending of the agreement / discussion with external stakeholders within the timeline of the contract)</i>	To be developed	High
24. Electronic Bulletin Board (EBB)		
<i>Facility that allows users to view/display/print bid notices in the PhilGEPS application. This includes the Listing of Open Opportunities (active notices), Former Opportunities (awarded, closed, shortlisted and failed notices), Award Notices/Bid Results and APP. Suppliers will be able to order bid documents however they should be logged in to the PhilGEPS application.</i>	Enhancement	Medium
25. Authentication		
<i>Facility that validates users of the system. It guarantees that the different services are accessible only to users with a verified identity. User credentials must be encrypted following international encryption mechanisms in secure locations in such a way that they cannot be retrieved even by the administrator.</i>	Enhancement	Medium
26. Security		
<i>Facility of the system to authenticate bidders by using e-Signature/Digital Signature Certificates. This takes place at the time of logging in to the system, also at the time of submission of the technical and financial documents. This is in order to validate that the session has not expired at the time of actual bid submission.</i>	Enhancement	Optional
27. Audit Trail		
<i>Facility of the system to capture all events and access of the user to sensitive data of the application through an audit trail. This is to ensure that all transactions are being recorded which will serve as documentary evidences</i>	Enhancement	Medium
28. Observer Module		
<i>Facility for the Civil Society Organizations (CSO), Auditor and Private Associations to monitor all stages of procurement and submit reports. This allows the observers to generate reports, monitor the procurement processes, and monitor procuring entities assigned to them in the case of Auditors.</i>	Enhancement	Medium
29. Management Report		
<i>Facility that allows the users to select a particular module and generate reports based on PhilGEPS data.</i>	Enhancement	Medium
30. Email Notification		
<i>Facility to send e-mail notifications to the user's email address. This is associated with all the modules in the PhilGEPS Application such as Pending Task (of Dashboard), Central Registration, Bid Matching, Bidding Process, etc., which requires automatic notification in order to deliver a message to the user.</i>	Enhancement	Medium
II. Management Information System		
31. Prebid Conference		
<i>An embedded video conference module to be use to conduct online pre bid conference which the BAC explains the bid requirements, conditions of the contract and details of the TOR to the interested bidders. All chat conversation and video recording shall be uploaded and saved in the system to be used as reference to create the minutes of the meeting. (This shall be required when a 3rd party Video Conference call is either under proof-of-concept implementation stage or procured with in the project timeline)</i>	To be developed	Optional

32. Feedback Mechanism		
<i>Allows the users of the system, specifically the observers/auditors/merchants to provide feedback regarding the information posted and uploaded by the agencies and submit reports of observation. This facility will also allow them to share bid notices/award results to social media.</i>	Enhancement	Medium
33. Mobile App for Android and IOS tablets and smart phones		
<i>This feature will allow all registered members of PhilGEPS to download a mobile application.</i>	To be developed	Optional
III. e-Contract/Project Management		
34. e-Contract Award (Online Tender Acceptance)		
<i>Facilitate the successful merchant to respond to the Notice of Award/Notice to Proceed electronically signing by e-Signature or digitally signing the undertaking using his Digital Signature Certificate (DSC).</i>	Enhancement	Medium
35. Online Signing of Contract Agreement		
<i>Facilitate online signing of the contract by the concerned authority using his e-Signature/DSC, and countersigning of the same by the selected merchant using his e-Signature/DSC. This feature should be configurable by e-GP Administrator. Printing of Contract Agreement should also be available.</i>	To be developed	Optional
36. Contract Management		
<i>Major functionalities should include: Management and monitoring of contract payments and performance; management of contract variations/amendment, extension, cancellation, completion and final evaluation; management of guaranties.</i>	Enhancement	High
37. Online Contract Template Library		
<i>Template library for contracts with a common set of terms and conditions. Further, user should be able to define the contract on the selected vendor.</i>	Enhancement	Medium
38. Online Issue of Notice to Proceed		
<i>The system should verify receipt of electronically signed by e-Signature/digitally signed undertaking (in response to the Notice of Award) from the contractor before allowing issue of Notice to Proceed</i>	Enhancement	Optional
39. ePayments		
<i>Facilitate processing of contractor payments for Platinum registration, Bidding documents fee, bid security, performance security, and e-wallet facility (this shall be committed depending of the afreement / discussion with external stakeholders with in the timeline of the contract)</i>	To be developed	Optional
41. Contract Status Tracking		
<i>Track a contract through various stages - Active, Close, Terminated, etc. Support pre-contract stages such as under construction (contract document under construction) and under negotiation (negotiations underway between Procuring Entity and contractor/supplier/consultant). This also allows entry of third party verification information on deliverables progress, quality control in the system. Designated staff should be able to upload inspection reports, photographs, etc. on the system for review of higher up authorities.</i>	Enhancement	Medium
42. Contract Variation/Amendment		
<i>Workflow based approval on contract variation/amendment and record all explanations for the variation/amendment requirement.</i>	Enhancement	High
43. Tracking Securities		
	To be developed	Optional

<p><i>Display list of bid notices, bidders list, Securities by category (tender security, performance security, and retention money.), date of issue, validity, extension, expiry, bank etc for proper and timely management of those securities.</i></p> <p><i>Allow managing and tracking bid security, performance securities, reductions and all other securities. Provide auto alert notifications to Procuring entities about the expiry, release of the securities.</i></p>		
44. Tracking Warranties	To be developed	Medium
<p><i>Provide form to enter the inventory of warranties of all goods and services. Auto-generate the alert on expiry of warranty and flag the record for necessary action by authority</i></p>		
45. Request for Reconsideration and Protest	To be developed	Optional
<p><i>Provide a form to enter the complaints with details and track the complaint handling process. Provide tracking of complaints resolution status.</i></p> <p><i>Provide form to enter the Contractor/procuring entity satisfaction level and final resolution note</i></p>		
46. Liquidated Damages Management	Enhancement	Medium
<p><i>Provide a form to fill up the cases and details of the liquidated damage when liquidated damage applies. Provide an easy tool to calculate the liquidated damage tracking the schedule against the delivery dates.</i></p> <p><i>Send an auto email to Contractors/Suppliers/Consultants pre-notification about the applicable liquidated damage and follow-up notices tracking the schedule of delivery.</i></p>		
47. Contract Analytics	To be developed	Medium
<p><i>Capture information on project analytics, such as percent of work completed against time elapsed, corresponding payments made, work/goods extensions, time extension, delays, etc. for the purpose of generating reports.</i></p>		
48. Automatic Bill Preparation	Enhancement	Medium
<p><i>Support automatic generation of the bill based on contract agreement terms and conditions. Apply to the bill any service tax, other tax, etc. as applicable locally. Applicable tax and other charges should be pre-entered.</i></p> <p><i>Track all other critical milestones and activities and display the list of milestones with different levels of warnings.</i></p>		
49. Audit Trail	Enhancement	Medium
<p><i>Maintain all reports/audit trails as required for the audit purposes of the Commission on Audit (COA). Compliance with relevant provisions of the General Accounting and Auditing Manual</i></p>		
50. Contract Administration	Enhancement	Medium
<p><i>Maintain a central repository of all contract information- Contract status, contracted parties, contract period, goods or services covered, and contact point(s).</i></p>		
51. Green Procurement	To be developed	Medium
<p><i>Tagging of Green Procurement Items in the APP, Item detail, and generate report related to the green procurement</i></p>		

Section IV. General Conditions of Contract

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1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

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

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

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

2. Headings

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

3. Location

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

4. Law Governing Contract and Services

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

ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

5. Language

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

6. Consultants and Affiliates Not to Engage in Certain Activities

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

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

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

7. Authority of Member in Charge

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

8. Resident Project Manager

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

9. Entire Agreement

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

10. Modification

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

11. Relationship of Parties

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

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

12. Authorized Representatives

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

13. Good Faith

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

14. Operation of the Contract

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

15. Notices

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized

representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

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

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

16. Warranty as to Eligibility

16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I of the bidding document 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) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;

- (d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (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

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single letter 'J' followed by a flourish.

Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Funding Source is:</p> <p><i>Government of the Philippines (GOP) through 2022 Approved Budget of the Procurement Service (PS)</i></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	<p>The Member in Charge is <i>[name of member, address, and other necessary contact information]</i>.</p> <p>NOTE: <i>If the Consultant consists only of one entity, state “Not applicable”.</i></p>
8	<p><i>If there is a resident project manager, state here:</i></p> <p>The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in GCC Clause 8.</p>
10	<p>No further instructions.</p>
12	<p>The Authorized Representatives are as follows:</p> <p>For the PhilGEPS Group, Director: Dir. Rosa Maria Clemente</p> <p>For the Consultant: _____</p>
15.1	<p>The addresses are:</p> <p>Procuring Entity: Procurement Service-DBM (PS-DBM) Attention: Dir. Rosa Maria Clemente Address: 5th floor, AAP tower, 683 Aurora Blvd, New Manila, Quezon City, Metro Manila Email Address: egp@ps-philgeps.gov.ph 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>



	Facsimile: _____ Email Address: _____
15.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of facsimiles, within <i>[insert hours]</i> following confirmed transmission.
18.1	Payment shall be as specified in the Terms of Reference
18.3	<i>State here Consultant's account where payment may be made.</i>
19	No further instructions.
20	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity. Limitation of the Consultant's Liability towards the Procuring Entity are as follows: (a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher. (b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services. <i>NOTE: Provisions to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against third party claims are not acceptable, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity.</i>
22	None
24	The time period shall be <i>twelve (12) Months</i> or such other time period as the parties may agree in writing.



	NOTE: Fill out the time period, e.g., "four (4) months after the submission of the Consultant final report"
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	All drawings, specifications, designs, source codes, reports, other documents, hardware, and software licenses, prepared and acquired by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity and the End-User.
38.1(d)	The Consultant's actions requiring the Procuring Entity's prior approval are: Refer to the Terms of Reference under Section V. Outputs/Deliverables, and Section VI. Project Organization
39.5	Refer to the Terms of Reference under Section IV. Manpower Requirements, and Annex 'F' Liquidated Damages and Penalties.
42.1	No further instructions.
42.4(c)	<i>Terminal/Final report is required prior to the release of the performance security.</i>
52.1	The total ceiling amount of 51,000,000.00 Pesos NOTE: The contract amount is to be filled out by the BAC Secretariat prior to contract signing.
52.2	No further instructions.
53.2	No additional instructions.
53.4	Contract price shall be inclusive of Remunerations and Reimbursable.
53.5(a)	No advance payment is allowed.
(c)	The interest rate is: <i>None</i>
55.6	No further instructions.

Section VI. Terms of Reference

ITEMS AND SPECIFICATIONS

CONSULTING SERVICE FOR SYSTEM MAINTENANCE, AND ENHANCEMENT OF MODERNIZED PHILIPPINE GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM (MPHILGEPS) FOR 1 YEAR

I. BACKGROUND/RATIONALE

The Procurement Service - Department of Budget and Management (PS-DBM) PhilGEPS Group seeks to hire one (1) year of service for the system maintenance, and enhancement of mPhilGEPS web application to maintain its performance and upgrade its design and functionality for the said web application.

The **mPhilGEPS** is the end result of the DBM's project "Acquisition and Customization of an Electronic Government Procurement System (eGPS)" since 2017. The said system is part of the reform measures undertaken to reduce corruption in government, and improve transparency to government procurement information for the public as mandated by the Government Procurement Reform Act (RA 9184). The **mPhilGEPS**, an upgraded version of the current **PhilGEPS 1.5**, shall serve as the centralized source of information on the procurement of goods and general support services, civil works, and consulting services by all sectors of government including local government units.

Currently, the PhilGEPS Group maintains two (2) systems, which are the PhilGEPS (1.5) and the Modernized PhilGEPS (mPhilGEPS). Both systems are currently hosted in the existing Cloud Service Platform with implemented layers of security to prevent cyber-attack, and to protect its highly valuable government procurement databases.

The mPhilGEPS has the following major system facility functionalities:

Virtual Store Facility

1. Annual Procurement Plan - Common Use Supplies and Equipment (APP-CSE) Module
2. Virtual Store Module
3. E-Wallet Module

Electronic Bidding (e-Bidding) Facility:

1. Annual Procurement Plan (APP) Module
2. Purchase Request Module
3. Electronic Bid (e-Bid) Bulletin Module
4. Electronic Bidding Module
5. Award Module
6. Contract Management Module

Integration System Facility:

1. FACT System (Inventory Management)
2. Budget and Treasury Management System (BTMS)
3. PhilGEPS Application Programming Interface (API)

Other Main Functionality:

1. Subscriber Registry
2. Email Notification Facility
3. mPhilGEPS API/PhilGEPS Open Data
4. Public Key Infrastructure

The PhilGEPS Group is planning to fully implement and mandate the use of the mPhilGEPS to all registered National Government Agencies, State Universities and Colleges (SUCs), Local Government Unit (LGU), Government-Owned and Controlled Corporation (GOCC), and Constitutional Offices by the middle of 2022 subject for approval of the Government Procurement Policy Board (GPPB)

In preparation for the said full implementation and to continue the improvement of the mPhilGEPS, the hiring of a 3rd party service provider is essential and critical to the PhilGEPS Group operation, and to carry out its mandate.

AGENCY SPECIFICATIONS	STATEMENT OF COMPLIANCE
PROJECT OBJECTIVES	
<ul style="list-style-type: none"> To acquire one (1) year of service for the maintenance and enhancement of mPhilGEPS; 	
<ul style="list-style-type: none"> To engage on Knowledge Transfer with the end-user; (Note: applicable only if it is a new system provider); 	
<ul style="list-style-type: none"> To understand and familiarize the existing source code and its database structure of the mPhilGEPS; (Note: applicable only if it is a new system provider) 	
<ul style="list-style-type: none"> To update and deploy identified additional features and bug-fixes specified under the Annex "A" of this TOR; 	
<ul style="list-style-type: none"> To assist in monitoring the mPhilGEPS live performance to ensure the accessibility and availability of the mPhilGEPS, and to ensure the system response time is at maximum of 12 seconds per full page display for basic function on the service during peak load usage periods; (details as indicated under the Annex "C" of this TOR) 	
<ul style="list-style-type: none"> To assist on reviewing the PhilGEPS business system design and provide recommendation based on best practices; 	
<ul style="list-style-type: none"> To assist in redesigning the PhilGEPS web application to improve the user experience, and easy navigation to different form, report, and search functions (details as indicated under the Annex "A" of this TOR); and 	
<ul style="list-style-type: none"> To provide level 3 technical support on the issues encountered by the end-users in the mPhilGEPS. 	
SCOPE OF WORK	
The winning bidder shall provide necessary technical advisory, documentation, and implementation services of the existing mPhilGEPS	

The winning bidder shall familiarize the current source code of the mPhilGEPS and its Database Structure in coordination with the Electronic-Government Procurement Development and Operation Division (eGPDOD) and the 3rd party system provider. <i>(Note: applicable only if it is a new system provider)</i>	
The winning bidder shall design, plan, and implement best practices in system development and management strategies for mPhilGEPS in coordination to the eGPDOD.	
The winning bidder shall use a version control system (e.g Gitlab) to manage the production, User Acceptance Test (UAT), and development environment of mPhilGEPS web application and to be used for the documentation purposes.	
The winning bidder shall familiarize the current infrastructure, hosted in the cloud computing platform, of the mPhilGEPS. <i>(Note: applicable only if it is a new system provider)</i>	
The winning bidder shall provide level 3 technical support of the mPhilGEPS for twelve (12) months.	

MANPOWER REQUIREMENTS

POSITION	DESCRIPTION	#
Lead Project Coordinator (key personnel)	Person who strategically oversee, monitor and manage the project and coordinate with the eGPDOD of the PhilGEPS group, PS-DBM	1
Lead Developer/Full Stack Developer (key personnel)	Responsible for directing the team development in the system design, coding style/structure, craft testing and debugging workflow.	2
Network Administrator (Maintenance Support)	Responsible to oversight all network in the mPhilGEPS infrastructure ensuring all existing implemented layer of security is effectively and efficiently working, handles network hardening, and notify PhilGEPS Group on any network activity anomalies	2
Front-End Developer (Maintenance Support)	Focus on the designated development of the system as instructed by the Lead Developer. Experience on PHP, Cake PHP, Model-View-Controller Structure, HTML, CSS, JavaScript, JQuery Plugin.	3
Lead Database Analyst (Maintenance Support)	Responsible for ensuring the proper database structure, data integrity, and security of the database is properly implemented to the highest standard practice.	2
Back-End Developer (Maintenance Support)	Focus on the designated development of the backend logic, databases, APIs, and database server. Experience on MySQL Database, and Database Administration	3
Quality Assurance (support Staff)	Responsible in the testing of functionality of the system developed by the Front-End and Back-End developers	2
System Support Staff (support Staff)	Manage, and monitor the status of all incoming/ongoing level 3 support requests and designate to the proper key personnel to address the issues/request from the client. They also ensure that the Service Level Standards/Agreement are met.	5

As a general rule no changes shall be made in the key personnel and support staff.	
A minimum of 80% composition of key personnel and support staff should be locally available within the Philippine Area.	
The winning bidder may change its key personnel and support staff only upon prior approval and for justifiable reasons as may be determined by the PhilGEPS Group as the Oversight Office such as death, serious illness, incapacity of an individual personnel, or resignation.	
If replaces any of the personnel, the winning bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.	
The winning bidder shall find the replacement personnel within 30 days prior to the justifiable reason like death, serious illness, or incapacity of an individual to work. While, for a resigned personnel, the allowable gap for non-rendered services from old to new designated employee shall only be within 5 working days.	
OUTPUTS/DELIVERABLES	
The following outputs/deliverables shall be accomplished within the span of one (1) year:	
1. General Report that shall include the following:	
a. System Enhancement Plan: This shall include agreed milestones by which key tasks must be completed, estimated start and finish dates for each activity/sprint/story, resources assigned to the activity, payment schedule setting forth the amount and time of the Service Provider's compensation.	
b. System Architecture: The document contains the entire software application design, including all sub-components/modules, and 3rd party applications. The said design or patterns that are used to define the requirements to be implemented by the software provider. It also includes the database design and database dictionary. <i>(Note: if the winning bidder is not the original system provider, an existing application architecture document shall turn over to assess and update by the new system provider during its ongoing contract.)</i>	
c. Training Plan: The Training Plan document contains the approach on training the Level 1 and 2 Support of the PhilGEPS Group Office on the use of the newly updated functionality, or additional modules.	
d. User Acceptance Test (UAT) Plan: The UAT test plan outlines the strategy that will be used to verify and ensure that the newly updated/enhanced functionality/module meets the requirements and satisfies its business requirements. It documents entry and exit criteria for UAT, test scenarios, and test cases approach and timelines of testing.	
e. Issue Management Manual Plan	

<p>The Issue Management Manual Plan contains the procedure on how the help desk requests or calls for assistance from the PhilGEPS Support Office shall be handled including the escalation to 3rd level support.</p> <ul style="list-style-type: none"> • Procedures - outlines the detailed procedures and guidelines on incident handling, escalation and severity guidelines • Forms and Logs - contains all forms and logs used in the implementation of these procedures. 	
<p>f. System Change Request Plan</p> <p>This plan documents the procedure in the event that any request for change after a sign off of a milestone was made. The plan includes:</p> <ul style="list-style-type: none"> • Procedures - outlines the detailed procedures and guidelines on change request • Forms and Logs - contains all forms and logs used in the implementation of these procedures. 	
<p>Any change management plan must allow for non-compensable Change Orders, Routine Business Changes, Change Requests, Corrections, Debugging and Bug Fixings. Only the following are the Compensable Change Orders: (a) those not directly related to the Services provided under this contract, (b) those requiring skills, competencies and training different from or more than the skills, competencies and training reasonably required to perform the Services under this Contract, (c) those which would, after taking into account time already spent for other Change Orders, would cost any member of the Team to work more than (40) man-hours per week, and (d) those for Compensable Technical Advisory and Planning Services.</p>	
<p>2. The timeline of mPhilGEPS development and enhancement (defined in Annex "A") shall be included in the System Development Plan.</p>	
<p>3. Updating of all existing documents under the given Final Report from the Current Contractor.</p>	
<p>4. One (1) year Maintenance, Development and Support of the mPhilGEPS system.</p>	
PROJECT ORGANIZATION	
To manage the development of the mPhilGEPS, a project organization and its defined responsibilities as follows:	
<i>PhilGEPS Group Duties and Responsibilities:</i>	
<ul style="list-style-type: none"> • Provide overall executive management and supervision for the project; 	
<ul style="list-style-type: none"> • Contract management of the project; 	
<ul style="list-style-type: none"> • Define functional requirements and business processes requirement in compliance with the existing procurement law, and existing or proposed future update of e-bidding guidelines; 	
<ul style="list-style-type: none"> • Approval of mPhilGEPS system development activities provided by the winning bidder; 	
<ul style="list-style-type: none"> • Close Monitoring with Lead Project Coordinator the progress of project implementation, and ensuring the compliance of Service Level Agreement (SLA); 	
<ul style="list-style-type: none"> • Simplify/Streamline the system development management to improve the monitoring and meet scheduled deliverables without compromising its quality and data integrity; 	

<ul style="list-style-type: none"> Ensuring all key personnel and support staff from the winning bidder are working on their respective roles and working schedules; 	
<ul style="list-style-type: none"> Elevate to the Government Procurement Policy Board (GPPB) issues concerning electronic procurement policy. Ensuring necessary data are available, mPhilGEPS process flow on every module is aligned with the existing procurement policy, and necessary reports needed by the public or other national government agencies; 	
<ul style="list-style-type: none"> Review and validate general report from the winning bidder; 	
<ul style="list-style-type: none"> Coordinate with the business registries agencies ensuring its integration and execution plan shall be implemented in the mPhilGEPS considering the readiness/availability of the API of the said agencies; 	
<ul style="list-style-type: none"> Budget Treasury and Management System (BTMS) integration shall be implemented upon approval of the DBM, considering the readiness/availability of the required API requirements of the DBM; 	
<ul style="list-style-type: none"> Conduct review and provide comments on the system architecture design; 	
<ul style="list-style-type: none"> Assist and coordinate the transition or knowledge transfer of the mPhilGEPS in-case if the winning bidder is not the original system provider; (optional) 	
<ul style="list-style-type: none"> Provision of cloud infrastructure for the production, training, staging, and UAT of the mPhilGEPS; 	
<ul style="list-style-type: none"> Provision of Domain or Subdomain, and Secure Socket Layer (SSL) for the production, training, staging, and UAT of the mPhilGEPS; and 	
<ul style="list-style-type: none"> Provision of email notification service API that will be used for the mPhilGEPS production and testing. 	
System Provider's Duties and Responsibilities:	
<ul style="list-style-type: none"> Plan and manage all aspects of the project required to update/enhance based from the Annex "A", and implement new features of the mPhilGEPS based on the System Development Plan; 	
<ul style="list-style-type: none"> Lead Project Coordinator is locally available within the Philippines Area. 	
<ul style="list-style-type: none"> 20 percent (%) assignment of an On-Site Key Personnel and/or Support Staff for at least eight (8) hours, excluding one hour lunch break, between 7:00 AM to 6:00PM, Monday to Friday, including declared working holiday and shall always be available on an on-call basis beyond regular working hours (including declared non-working holidays) at no additional cost to PS-DBM, PhilGEPS Group. Except This requirement is dependent on the approved work schedule to be agreed by the Project Manager and designated end-user in eGPDOD; 	
<ul style="list-style-type: none"> The winning bidder shall designate a temporary replacement of assigned personnel with the same qualifications or higher subject to the approval of the PhilGEPS group, in case of continued absence of personnel, planned or unplanned, of more than three (3) working days, planned leave of absence shall be subject to the approval of the PhilGEPS office; 	
<ul style="list-style-type: none"> Provide Performance Report at the end of each month for the mPhilGEPS Development and mPhilGEPS Maintenance Support; 	

<ul style="list-style-type: none"> Propose improvement of the infrastructure design of the mPhilGEPS ensuring its resiliency to access of the system; 	
<ul style="list-style-type: none"> Provide necessary technical advice to PhilGEPS office, on the design and development strategy of the mPhilGEPS; 	
<ul style="list-style-type: none"> Provide necessary training to concerned PhilGEPS key personnel for a complete knowledge transfer; 	
<ul style="list-style-type: none"> Recommend or provide 3rd party application that is required on the development and enhancement of the mPhilGEPS if necessary; 	
<ul style="list-style-type: none"> Ensure the mPhilGEPS security is compliant with the Open Web Application Security Project (OWASP); 	
<ul style="list-style-type: none"> Support the operation of the eGPDOD and the PhilGEPS office staff in accordance with the SLA; 	
<ul style="list-style-type: none"> Provide the necessary staffing to ensure the continuous operation of the mPhilGEPS; 	
<ul style="list-style-type: none"> Use Version Control for the system development of the mPhilGEPS ensuring all the system codes can be tracked and monitored by the designated key personnel of the eGPDOD; 	
<ul style="list-style-type: none"> Any identified defects during its development, and identified critical business requirements that may pose a stoppage of the mPhilGEPS operation, the winning bidder shall promptly provide at no additional cost; 	
<ul style="list-style-type: none"> Provide or recommend necessary tools, procedures, facilities and services as reasonably necessary to safeguard the integrity, reliability and availability of the mPhilGEPS; 	
<ul style="list-style-type: none"> Monitor all possible intrusion activity, or denial of service attack; 	
<ul style="list-style-type: none"> Turnover of the uncompiled source code, and latest database design of the mPhilGEPS at the end of the contract; and 	
<ul style="list-style-type: none"> Prepare a terminal report before the end of the Contract of all the committed changes and issues that needs to be addressed on the future contract. 	
INSTITUTIONAL REQUIREMENTS	
<ol style="list-style-type: none"> The bidder shall provide in their List of Completed Projects as part of their technical submission, a (1) fully deployed and operationalized system in a government institution and/or one (2) for private organization. 	
<ol style="list-style-type: none"> The bidder shall provide a certificate of completion of the above-mentioned systems. 	
<ol style="list-style-type: none"> The bidder shall have a minimum of 6 years in existence and experience in the software development industry. 	
<ol style="list-style-type: none"> The bidder shall provide the list of the key personnel that have experience on the identified programming language and/or system development management. They shall provide the Curriculum Vitae of each of the personnel with attached Certificate of Training/s with regards to the said programming language and/or system development management, and diploma of IT Related Courses for Key Personnel. 	

TIMELINES/SCHEDULE OF DELIVERIES & TERMS OF PAYMENT

Deliverables	Month 1-2	Month 3-10	Month 11-12	% Payment
General Report Update				7.5%
mPhilGEPS Development & Enhancement Support				40%
mPhilGEPS Technical Support				45%
Terminal/Final Report				7.5%

Updating of General Report shall commence immediately after the issuance of the notice to proceed.

The Details of the Payment Milestone for the mPhilGEPS Development & enhancement Support is subject for review based on the proposed **System Enhancement Plan** given by the winning bidder and approval of the eGPDOD Head and PhilGEPS Director.

The mPhilGEPS enhancement scope of works is defined in the Annex "A".

The mPhilGEPS Technical Maintenance Support payment schedule shall be equally divided by 12 months of the 45% of the contract amount.

General Report and Terminal Report shall be fully paid upon the acceptance of the said report by the PhilGEPS Group office.

The project shall commence after the issuance of the contract and notice to proceed.

ANNEX A: mPhilGEPS Development and Enhancement List

Enlisted below are identified development and enhancement for the current Modernized PhilGEPS (mPhilGEPS) as of November 2021. Each list has corresponding "Severity Level" and "Priority Level".

	Item Description	Severity	Priority
SYSTEM			
	Directory: Agency will be able to view the Merchant's uploaded class 'A' platinum documents and PhilGEPS cert thru search directory	Important	High
	Search Facility for the Functionalities (quick search menus available to the respective users)	Minor	Low
	Hide contact information of the agencies posted on the bidding details in Homepage	Cosmetic	High
	Account number module of Agency for Online Payment Transaction. (Bank	Important	High

	Details)		
	Lessen required signatories for the APP, PR, PO, NOA and NTP by providing official templates from the system or Digital document authentication once the transaction is approved.	Important	Low
ADMINISTRATOR			
	Sub user search facility filtered by username, first name, last name, email address	Minor	High
	Procurement timeline Management per Procurement Mode Module	Important	High
	Manage Procurement Modes (Add, Edit or Disable)	Important	High
	Manage Form of Organization (Add, Edit or Disable)	Important	High
	Reset Password and Viewing the Security Question of for all registered Contacts	Important	High
	Manage Object Code or United Nations Standard Products and Services Code (UNSPSC) Listing (Add, Edit or Disable)	Important	High
	Manage Source of Fund Listing (Add, Edit or Disable)	Important	High
	Dynamic update content of Platinum Certificate Details	Important	High
	Account management - Search facility for sub users	Cosmetic	Medium
	Grouping of access level per module	Minor	Low
LOGIN			
	Removal of the captcha, captcha will be required after 3 consecutive login failures or uses google recaptcha plugin.	Important	High
APP			
	Edit APP Item upon uploading the APP template	Important	High
	Viewing the Approved APP will display the APP current year by default	Important	High
	Indicator in Bid Bulletin if the APP is approved/indicative	Cosmetic	High

	To include the APP signed Document as mandatory attachment	Cosmetic	High
	Cancellation of Change Status initiation upon clicking Change Status	Important	Medium
	Freeze the Action Column	Cosmetic	Medium
	Manual inputting of signatory in APP PR and PO/Contract	Important	Medium
	The Head of Procuring Entity (HOPE) shall have an account in mPhilGEPS to Approve the Encoded/Uploaded APP. Once the APP is Approved by the HOPE, a unique E-Signature shall be generated	Important	Low
	Display Name of the United Nations Standard Products and Services Code (UNSPSC) in the dropdown	Important	Medium
PURCHASE ORDER			
	Change Purchase Request logo using the uploaded logo by the agency. If there is no logo uploaded by the agency, set a default logo image.	Cosmetic	Medium
	Designation of the account profile in PR print version	Moderate	Medium
	Justification documents to Signed Purchase Request (Mandatory PR)	Important	Medium
	Tooltip when selecting the Lot type to know the difference of single lot and multi lot.	Cosmetic	Medium
	Cancellation of Agency Procurement Request (APR) when already allocated	Moderate	High
	Reword "reallocate" to "Assign"	Cosmetic	Medium
	Single Save button during creation of PR	Moderate	Medium
	Transfer the options of Applicable Procurement Rule, Mode of submission, and Bid Opening Type to Bid Notice Creation.	Important	Medium
	By default value of Unit of Measure (UOM)in PR based on line item	Important	Medium
	Unique control number validation within the agency.	Moderate	Medium
	Manual input of name of signatory/ies in APP PR and PO/Contract (optional)	Moderate	Low

	Standard Purchase Request (PR) Form and Purchase Order (PO) that will be generated in the Modernized PhilGEPS. The said generated PR have Unique Identifier or a Quick Response (QR) Code, and signatories for the PR can be signed using E-Signature or Digitized Image Overlay Signature.	Important	Low
	BID NOTICE		
	Assign multiple contact as Query Officer (currently only 1 query designated officer per bid notice)	Critical	Medium
	Increase the upload size of bidding documents (120MB) or dynamically change the upload size thru a super admin or in the system configuration	Critical	High
	System notification (both system and email) if the scheduled activity timeline of bidding activities already passed	Important	Medium
	Bidding process either offline/online will display in bid notice abstract thru bulletin board.	Moderate	Medium
	Display the checklist on Bid Notice Abstract	Moderate	Low
	Display the submission type if Online/Manual in Bid Notice Abstract	Cosmetic	Medium
	Auto adjustment of succeeding dates in the schedule of activities when manually adjusted or conflict dates in the schedule of activity should be restricted	Important	Medium
	Creation of Bidders list will require attachment of evaluation report, BAC reso of LCB, Post qualification report, BAC reso of LCRB (Goods and Civil Works). Shortlisting Report, Technical evaluation report, Financial Evaluation report, Negotiation report, and Post Qualification report (Consulting) for manual submission.	Critical	High
	3 days posting for mod of procurement "limited source bidding" and 2 failed bidding process	Moderate	High
	Unique control number of bid notice validation within the agency.	Moderate	Low
	Dashboard Notification when pre-bid starts	Moderate	Low

	Bid Notice - Only future dates can be selected in Publish Date	Moderate	Medium
	Generate Bid bulletin QR code (Quick access of the abstract of bid to the public)	Moderate	Low
	AWARD		
	The attached document in PO/Contract should auto fetch in Notice to Proceed (NTP)	Moderate	Medium
	Item status: "status details" label change to "award ID"	Cosmetic	Low
	Standard document template for Award and NTP	Important	Medium
	Proposed Standard Form for Notice of Award (NOA) and NTP that will auto generate using mPhilGEPS. Allowing E-Signatures in the NOA and NTP	Critical	Medium
	BID SUBMISSION		
	Add Bid submission status - "Manual" for manual bidding	Cosmetic	Low
	Add functionality to remove the added Bid in "My Opportunities" - Remove can only be initiated if the bid submission status is in pending/draft.	Important	Medium
	View the uploaded files in the bid receipt. (Currently only status of bid receipt displayed)	Cosmetic	Low
	Standard Notification to the assigned committee (BAC/PE) for those merchants who submitted the bids online.	Moderate	Medium
	Merchant will have an option to choose on whether to use the web form or upload attachment or use both in NFCC/SLCC/Ongoing and Completed projects	Critical	Medium
	Auto fetch of summary details like expiration and issuance etc. during Bid submission	Important	Medium
	Scan for corrupted files upon uploading during submission.	Critical	High
	BID OPENING – POST QUALIFICATION		

	Add summary details of the class "A" documents - like expiration and issuance etc. during Opening to Post Qua	Important	High
	Email and system notification to bidder when payment is not accepted.	Important	High
	Enable Record Button upon initiating the "Invitation to post qualify" to disqualify the Lowest calculated bidder (L1) when no response is received.	Moderate	Medium
	Bid Validity System notification, countdown starting from the start of the opening.	Important	High
	Online conference of the bid opening. (optional)	Important	Low
	REQUEST FOR RECONSIDERATION (RR)/PROTEST		
	Maintenance template for RR and Protest for supplier to download when filing RR/Protest	Important	High
	Option to waive the RR and Protest	Critical	High
	CONTRACT MANAGEMENT		
	Liquidated damages should not be mandatory to initiate	Critical	High
	Proceed to Payment option will become available upon creating GRN (No BTMS Connection) (optional)	Critical	Low
	Retention fee will be inputted upon initiating Proceed to Payment option (Actual Amount)	Important	High
	Contact details from PE in PO/Contract Abstract	Moderate	High
	"Not Applicable" Option for selecting Terms and Conditions	Moderate	High
	PLATINUM CERTIFICATE		
	Add another column of Membership Status as "Active or Suspended" for Platinum membership in Open Data under registered merchants	Moderate	High
	Add another status for Platinum Membership as "Suspended" in Platinum membership management.	Critical	High

	Suspension of printing certificate when one of eligibility documents is expired	Critical	High
	QR code with certificate reference number details	Moderate	Medium
	Printing of Official Receipt (optional)	Important	Low
	Search facility in Directory for the validity of certificate	Important	Medium
	BID DIRECTORY		
	Users may be able to check the list of awarded projects per merchants	Important	High
	Users may be able to check the list of Bid Notice and Award Notice published by the Agencies	Important	Medium
	GOVERNMENT AGENCY		
	Facility to upload the Agency Logo	Important	High
	Geotagging Field of Agency Address	Moderate	Low
	Set Parent Agency/Office as dropdown (Optional Field)	Moderate	Low
	BUSINESS REGISTRY INTEGRATION		
	Display pulled data from different business registries Coming from the PhilGEPS API (<i>Note: if the data and facility is available</i>)	Important	Medium
	Compare and validate the encoded eligibility data by the merchant to the pulled business registry data (<i>Note: if the data and facility is available</i>)	Important	Medium
	OTHERS		
	All dropdown update to Select2 or any 3rd party JavaScript that can search and filter dropdown options across different pages, forms, or search box engine	Cosmetic	Medium
	Proposed a design for the landing and subpages of the PhilGEPS website	Important	High
	Implement the approved design for the landing and subpages of the PhilGEPS website (<i>Note: only applies if there is an approved design by the PhilGEPS Group</i>)	Important	High
	Summary Report and Email Monitoring sends by the mPhilGEPS	Important	Medium

	Redesigning of the PhilGEPS Pre-Bid Conference (It uses Open Meeting) (Note: if the Apache Open Meeting source code is editable)	Moderate	Low
	Propose alternative 3rd party tool for the mPhilGEPS Pre-Bid Conference Tool (Note: it may be required upon the request of the PhilGEPS management)	Moderate	Medium
	Uses Asynchronous load of searched result data on every applicable table or report in the system (cover at least 30-50% of table and report across the mPhilGEPS system)	Important	Medium
	Create at minimum of 3 report for the Agency within the user portal	Important	Medium
	Create at minimum of 3 report for the Merchant within the user portal	Important	Medium
	Create at minimum of 2 report for the Auditor/Civil Society Organization (CSO) within the user portal	Important	Medium
	Improved of loading of page for searching of entries or records (cover at least 20-30% across the mPhilGEPS system)	Important	High
Note: The list of Development and Enhancement may be subject to change depending on the PhilGEPS Group requirement and replaced with an equivalent or higher severity and/or Priority Level based on the given above-mentioned list.			

ANNEX B: Modernized PhilGEPS Current Modules and Features

Annex B identified the existing module and its functionality of the mPhilGEPS (2021 Version), and its current general infrastructure design.

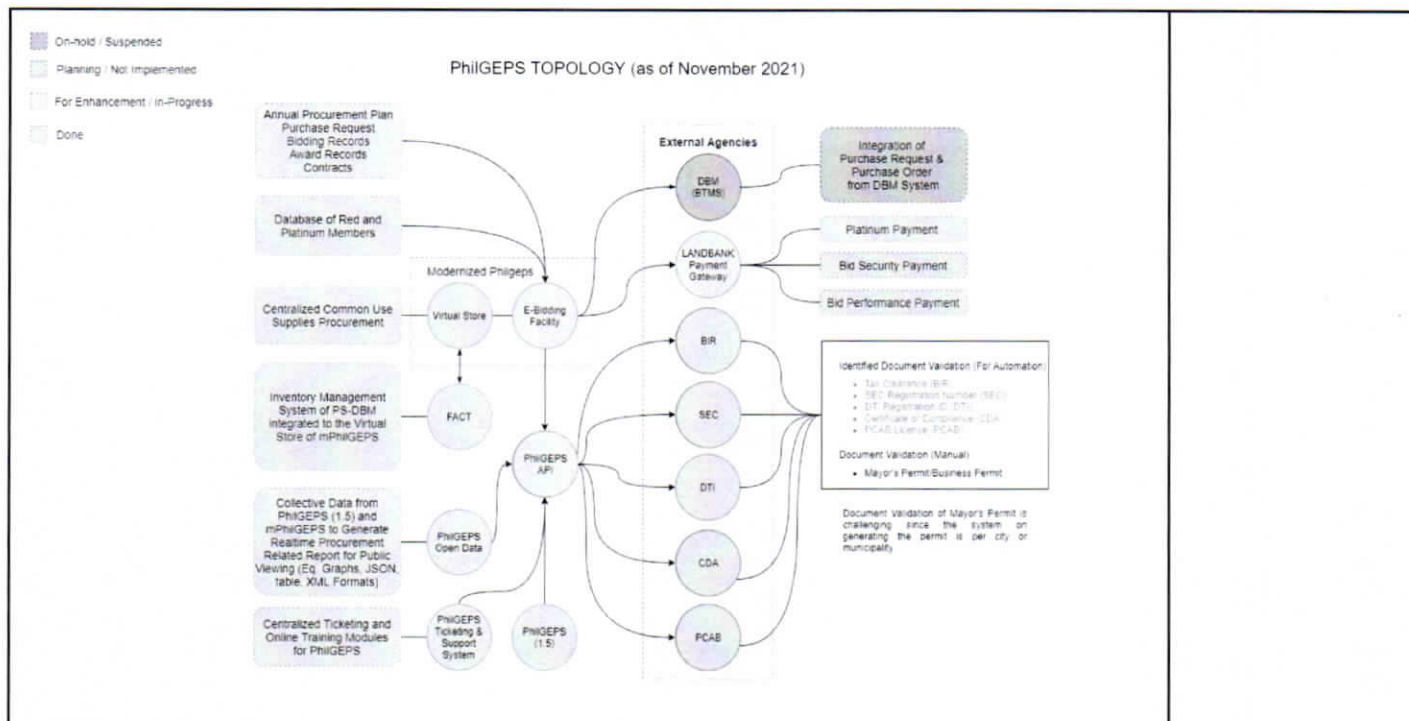
- mPhilGEPS Homepage
 - The mPhilGEPS Homepage is the main landing page of the system;
 - It displays the system name, login and registration access of the users, and provides access to open opportunities, award notices, blacklisted suppliers, open data modules and other PhilGEPS related information; and
 - Content Management for the PhilGEPS Main Website.
- Security Features
 - Authentication and Granular User Roles
 - Validation user access;
 - Dynamic designation/role access to different users; and
 - Password encryption following international encryption mechanism.
 - Public Key Pair Infrastructure
 - facility of the system to authenticate bidders by using e-Signature/Digital Signature Certificates;
 - It uses for the time of logging of users into the system; and
 - Encryption of the submission and opening of the technical, and financial documents for the e-bidding facility.

- Audit Trail
 - Capture all events and access of the users to sensitive data; and
 - User's system activity log.
- Automatic Notification and Feedback Mechanism
 - Email Notification
 - facility to send e-mail notification to the user's email address; and
 - Pending Task (of dashboard), Central Registration, Bid Matching, and Bidding Process auto email notification.
 - Feedback Mechanism
 - Mobile App for Android
- Central Registration
 - Merchant Registry
 - Online registration of suppliers, distributors, manufacturers, contractors, and consultants ;
 - Manage multiple sub-organizations with multiple levels of roles/accessibility;
 - Bid Matching profile; and
 - Bank Account Information.
 - Government Agency Registry
 - Online registration of government agencies;
 - Manage sub-organization with multiple levels of roles/accessibility;
 - Profile Management; and
 - Manage Bids and Award Committee (BAC) group for every procurement method or every bid notice.
 - System Administrator
 - Create an agency coordinator account;
 - Create an agency auditor account; and
 - Sends login credentials to the newly added user's email account.
 - Other Organizations
 - Online Registration for other organizations like observers, oversight agencies, and multilateral development banks; and
 - Manage multiple sub-organizations with multiple levels of roles/accessibility
- Site Administration
 - Manage Unified Accounts Code Structure (UACS);
 - Manage Terms and Condition;
 - Manage Email Template;
 - Manage Procurement Template;
 - Manage Agencies Account; and
 - Manage Main Website Content thru a custom CMS.
- Electronic Bulletin Board/ E-Bulletin Module
 - Bid Opportunities Listing
 - Manage Bid Schedule
 - Integrated Notices Publication (Pending)
 - Published Bid post to agency's website; and
 - Embedded URL or thru AP.
- Merchant Services
 - Membership Upgrade (Red to Platinum Account);
 - Upload eligibility documents;
 - Generate PhilGEPS Platinum Certificate;
 - Manage merchant's product; and
 - Manage product advertisement.
- E-Bidding Module
 - Pre-bid conference
 - Embedded Video Conference in mPhilGEPS for pre-bid activity, encode pre-bid external link or encode pre-bid physical address if manual.
 - Manage E-Bid Submission
 - Upload merchant bid proposal;

- Configurable Bid Forms;
 - Manage Joint Venture;
 - Manage Bid Schedule; and
 - Bid document encryption using PKI.
- Bid Opening
 - Record Bid opening for online bid submission;
 - Requires BAC member quorum to open the merchant's bid proposal;
 - Display merchant bid proposal;
 - Decrypt merchant's bid proposal using PKI by the "bid opener";
 - Multiple or single bid opening (depending on the mod of procurement); and
 - Bid result notification (pass/fail criteria).
- Bid Evaluation
 - Manage bid evaluation based on the recorded bid result;
 - Manage bid scores on every submitted bid; and
 - Calculate and rank bidders from highest to lowest.
- Post qualification
 - invitation to highest score bidder (rank 1) and request additional document for post qualification if necessary or required by the BAC;
 - Uploading facility to upload post qualification document;
 - Second to the highest bidder (rank 2) will supersede if the rank 1 failed and so on;
 - Generate Lowest Calculated Responsive Bidder (LCRB) or Highest Rated Responsive Bidder (HRRB); and
 - Notification of the post-qualification to bidders.
- Request for Reconsideration\Protest (RR) Module
 - Merchant files RR and upload supporting document; and
 - Submit response from Procuring Entity/Agency to Merchant's protest.
- E-Catalogue
 - Manage common and non-common use goods, supplies, equipment and materials;
 - Manage product template and validation(upload item details and save in the mPhilGEPS);
 - Workflow Management;
 - Item version control;
 - Manage Quotation and Purchase Order from Agencies to Merchant (pending); and
 - Compare item prices from different merchants.
- E-Reverse Auction
 - Merchants participate in an auction posted by the Procuring Entity (PE).
- Online Payments
 - Platinum Upgrade Online Payment;
 - Bid Fee Online Payment (Pending);
 - Online Bid Security Payment (Pending); and
 - Online Performance Bond Payment (Pending).
- Annual Procurement Plan (APP)
 - Manage APP;
 - Download and upload APP template (Batch encoding);
 - APP Item details is based on UACS, and United Nations Standard Products and Services Code (UNSPSC);
 - Manage indicative and supplemental APP; and
 - APP Approval mechanism.
- Bid Notice Posting
 - Manage agency bid notices;
 - Manage agency bid schedule;
 - BAC assignment to a bid post notice;
 - Invite merchant to a bid post notice;
 - Save bid drafts; and

- Fail/cancel bid post notice.
- Bid Supplement
 - Update bidding documents and bid schedule of activities;
 - Upload bid supplemental document;
 - Manage merchant's bid query; and
 - Bid supplement and document notification to bidders.
- Award Notice
 - Post bid award notice;
 - Cancel bid award notice and re-award to the next qualifying rank bidder;
 - Manage Award for alternative modes of procurement (AMP); and
 - Manage Award for framework agreement contracts.
- Contract Management
 - Manage and Monitor contract performance, contract extension, contract cancellation, contract completion (per milestone if applicable), evaluation, and quarantine;
 - Manage online contract template library;
 - Manage purchase order; and
 - Manage liquidated damages.
- User Report, Dashboard and Analytics
 - Pending tasks displayed to different type of users.
 - Task reminder or notification that needs to take actions depending on the role of the user.
 - Approval/disapproval of registrations;
 - Approval/disapproval of payment;
 - Approval/disapproval of uploaded class 'A' eligibility documents for platinum application;
 - Approval/disapproval of uploaded document for red member; and
 - e-Bidding facility activity notification.
 - Graphical Report and Analytics
 - Generate Agency Procurement Compliance & Performance Index (APCPI)
 - Procurement Monitoring Reports (PMR) and Consolidated Procurement Monitoring Reports (CPMR)
 - Open Data Module
 - Published structured open data on each contracting process using the Open Contracting Data Standard (OCDS).
- Integration of Budget and Treasury Management System (BTMS)
 - Generation of Purchase Request (PR) from BTMS to mPhilGEPS PR and Purchase Order (PO) data. (Pending)

Current PhilGEPS Topology



ANNEX C: Service Level Standards

The service provider shall commit to support the day to day operation of the Modernized PhilGEPS (mPhilGEPS) and the PhilGEPS Group, PS-DBM in accordance to the following service level:

1. Except for Force Majeure, fortuitous events beyond the control of Service Provider and scheduled downtime in the system application and database level, the service provider shall provide online access to the production, development, and user acceptance test site of the mPhilGEPS 24 hours a day, 7 days a week. The said site of mPhilGEPS service shall not have cumulative downtime of more than 1 hour in any single day and shall not exceed a total cumulative downtime of more than 8 hours in any month, except for Force Majeure, fortuitous events beyond the control of service providers such as the downtime of the provided cloud computing infrastructure by the cloud service provider (CSP), over-utilization of provided infrastructure that causes downtime or non-response of the system, and scheduled downtime coordinated by management of the PhilGEPS Group.
2. Except for the last mile connectivity speed of the person accessing the system, which is not within the infrastructure provided by the service provider, and slow-responsiveness of accessing the system caused by over-utilization of the provided cloud computing infrastructure provided by the (CSP), the service provider shall configure the system to process such end user's request or Procuring Entity's requests running on the provided infrastructure within a period not to exceed **12 seconds** per full page display (including but not limited to client-side script and cached files like Custom Style Sheets, JavaScript, and Images) for basic functionality on the service during peak load usage periods. The service provider shall provide a real-time user monitoring and system monitoring tool that can be accessed by the PhilGEPS team or designated staff at any given time. This tool will be used to ensure compliance to the above-mentioned requirement.

[Handwritten signature]

3. The service provider shall operate a support line for PhilGEPS Group that will be available during their business hours, which is from 8 a.m. to 5 p.m. on the same day.

For any problems or inquiries reported or submitted by PhilGEPS Group, the service provider shall provide 24 hours a written response to PhilGEPS Group with regard to the initial assessment of the problem, and the course of action taken or proposed to be taken to solve the problem.

- a. The service provider shall respond to all communication to the support line within 30 minutes from the time a communication is received.
4. The service provider shall ensure that all functionalities are available:
- a. The service provider shall ensure that all functionalities on the production site and/or training site are free of critical errors (restore within a 24-hour period) (equivalent to critical to important functionality or feature)
- b. The service provider shall ensure that all functionalities on the production site and/or training site are free of major errors (restore within a 48 hours / 2 days period). (equivalent to important functionality or feature)
- c. The service provider shall ensure that all functionalities on the production site and/or training site are free of minor errors (restore within a 168 hours / 7 days period). (equivalent to moderate to cosmetic functionality or feature)
- d. The service provider shall ensure that all functionalities on the production site and/or training site are free of security breaches/errors especially on the web application layer and database layer (restore within a 30-minute period).

5. Force Majeure:

The service provider shall notify the PhilGEPS Group of all Force Majeure events experienced on the production site and/or training site within thirty (30) minutes after the occurrence of the said event but not to exceed 3 days from existence thereof.

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

Force Majeure events that affect the existing Cloud Service Infrastructure in terms of availability or downgrade performance because of the over-utilization of the provided resources is not covered by the service provider

The service provider shall restore the system together with the designated staff from PhilGEPS Group within a period not to exceed 60 days unless parties mutually agree to extend the period to perform due to the circumstances surrounding the force majeure.

5.1 Schedule Downtime:

The service provider shall notify PhilGEPS Group of all scheduled downtime on the production and training site at least one (1) week before the downtime.

5.2 Service Interruption other than Force Majeure and Scheduled Downtime:

The service provider shall attempt to restore the system within 30 minutes;

Within the same 30-minute period, the service provider shall notify the PhilGEPS Group of its existence of the incident; and

If the issue still persists despite attempts and due diligence, the service provider shall within 30 minutes from notification, send the PhilGEPS Group with information and updates as to measures being undertaken and other alternative measures to restore the system.

6. The service provider shall coordinate with the PhilGEPS group to activate the failover site (if exist) to allow the mPhilGEPS service to continue to operate with minimal or no interruption to the service.
7. The service provider shall ensure that the given cloud computing resources and its network from the PhilGEPS Group must be secured against unauthorized access. The service provider must hire a **network administrator** to oversee the network activity and monitor the security from external cyber-attack threats. The service provider shall share any information from the designated network security officer with PhilGEPS Group.
8. The service provider shall ensure and warrant that the mPhilGEPS shall not contain any viruses, trap doors, back doors, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personnel information, or otherwise disturb the normal operation of the mPhilGEPS.

Except for unknown and without any available fix (new attack and viruses) or zero-day attack that intrudes the system, if the mPhilGEPS provided by the service provider contains any viruses, trap doors, back doors, worms, time bombs, or other computer programming routines and the same has been validated, it shall be considered as a security breach/error and the service provider shall activate the back-ip site (failover) provided by the PhilGEPS Group, the service provider shall be considered in breach of information security.

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

9. The service provider shall provide any relevant information, reports, plans, data, or documents related to the operation and maintenance of the system, if requested to do so, within 24 hours. It shall warrant and certify as to the accuracy and correctness of all information, reports, plans, data, or documents provided.
10. Any notice of a breach of the service level standard shall be deemed final if not contested in writing within 48 hours. The imposition of liquidated damages should be read in conjunction with the specific service level of the above conditions. No LD shall be imposed unless mutually agreed by both parties.
11. Working hours; the service provider shall perform in accordance with schedule and provision in the "Project Organization - System Provider's Duties and Responsibilities" specifically:

- a. **20 percent (%)** assignment of an On-Site Key Personnel and/or Support Staff for at least eight (8) hours, excluding one-hour lunch break, between 7:00 AM to 6:00 PM, Monday to Friday, including declared working holiday and shall always be available on an on-call basis beyond regular working hours (including declared non-working holidays) at no additional cost to PS-DBM, PhilGEPS Group. This requirement is dependent on the approved work schedule to be agreed by the Project Manager and designated end-user in EGPDOD unit.

Annex D: Projected mPhilGEPS Volumes

The mPhilGEPS supports a peak load of 4,000 - 5,000 concurrent users. The concurrent users will, however, be dependent on the usage and visited pages and functionality i.e. users in the system need not be connected in the database all the time and relies on the cached data in the end-user layer. A well-planned system/database architecture designed to handle an increase in the number of users including concurrent users without degradation in the response time is a part of the deliverables of the service provider.

As of October of 2021, the mPhilGEPS supports 57,192 registered agencies, 209,162 registered "red" suppliers, and 28,400 registered "platinum" suppliers. In the current PhilGEPS 1.5 an average of 700 concurrent users and at 2,500 concurrent users during its procurement peak season. On average, 1,900 new bid notices are normally advertised for 7 days for GOP-funded projects and 7 - 14 days for foreign-funded projects, after which time the bid closes and the bid notice is transferred as a "Former Opportunity".

To date, over 4.6 million bid notices and 7.9 million corresponding bid documents have been published on the system. Including 2.4 million award notices. All registered suppliers subscribed to the PhilGEPS opportunity matching service which results in over 257 million bid matches being notified and sent via email.

It is expected that the number of bid notices will increase by 25%, award notices by 15% as the PhilGEPS Group together with the GPPB, and Inter-Agency Technical Working Group is planning to fully implement the mPhilGEPS by the middle of 2022. It will increase the bid activity and procurement-related documents uploaded in the mPhilGEPS.

Annex E: Data Exchange and User Interface Framework Design

E.1	Data Exchange
	The system must support the use of United Nations Standards Products and Services Classification (UNSPSC) and the Government's Unified Account Code System (UACS) managed by the DBM
	mPhilGEPS application programming interface (API) must support the use of JSON, XML, and CSV formats for the exchange of data between internal and external information systems. Confidential data that includes personal information and critical information shall be secured with authentication either using simple login (through a secure socket layer (SSL)), API key, or lightweight directory access protocol (LDAP). the said API shall also be compatible with the format requirement from the Open Contracting Data Standard (OCDS)
	The system should use "Web Services" to create, update or query information between the system and external systems. It is desirable that the interfaces be

	supported as "Web Services" as the systems that interact with the system may not be on the same platform.
	The system should provide APIs to create, read, delete and update information through a separate web application program or integration middleware application. Read capabilities are particularly important because the system does not merely collate information but serves as a batch / online source of information to other systems that either want to use the system to populate their own database or to validate data.
	Web services and APIs should use an SSL for transmitting data and require authentication, and authorization procedures when necessary. Read API should support non-authenticated access to public data, with authentication only required to access personal data or privileged information. (in accordance with the Data Privacy Act)
	The system should have support for "Triggers" in the database to signal the creation or modification of user information so that the changes may be logged or propagated to the system or other system.
	The system should have a 'publish/subscribe' architecture, in order to ensure that the information is correct, current, and securely accessed. This will permit publishers to securely make available well-defined web services and message-based services by way of a Service Oriented Architecture (SOA) mechanism which can also be orchestrated and customized by the publisher.
E.2	Data Encryption
	The system must have a suitable data encryption mechanism to protect data from unauthorized access during data transfer. The chosen encryption mechanism must be based on the standard encryption algorithms used; such algorithms must be made available to the procuring entity.
	Confidential fields like passwords, name, ID number, Birthdate, and other personal information and critical data in the database should always be encrypted. Encryption keys should never be saved in log files when calling/executing an SQL query.
	Systems must encrypt data end-to-end when transmitting through the internet, or public networks, or WAN. The data transfer between the application server and the client's browser or application is expected to be secured using SSL. The transition from transmission to storage encryption must be on a streaming basis.
E.3	Graphical User Experience (UI/UX)
	The system must use open standards, must be cross-browser compatible, and must be in a responsive interface design.
	<p>The system must use a consistent Graphical User Interface (GUI) throughout all functions including appearance, layout, placement, activation, response, exception handling, etc., and have the same "look and feel" throughout the mPhilGEPS system.</p> <p>Example:</p> <ul style="list-style-type: none"> Each type of screen item (button, editable fields, non-editable fields, pop-up lists, dropdown list, modal, progress bar, and other common components in the website) must use the same look or theme in all the

	<p>user interfaces. Field state is also distinctive. Disabled or non-editable objects should look disabled. Icons of disabled objects should also look disabled. (Requiring equivalent or higher than CSS3) ;</p> <ul style="list-style-type: none"> • Lists should be click/sortable, and support selection and action. Lists should be able to filter the results by using asynchronous/ajax request methods. • Drop-downs must be available for selection, and action. The list should be able to filter the result; (Ajax is required) • Dropdown lists must be available for selection where applicable. Dropdown lists must be able to navigate via mouse and arrow keys and also support quick location-based on matching characters entered via keyboard; (Ajax is required) • Date and time can be entered via the keyboard or via a 3rd party javascript plugin calendar component; • Grid selection should support multiple selections and selections must be remembered when paging; (Ajax is required) • Popup form shall be used to execute a warning, non-reversible steps, and on exiting without saving changes; and • Personalized settings for language, notifications, start-up screen, etc. either via database, session, or browser cookies.
	Screen navigation must be intuitive and where applicable, and wizard-driven setup.
	<p>The system must make display fields non-editable.</p> <p>For example, if a code of a PE was provided, and the system retrieved the name of that PE, the name field should not be editable.</p>
	The system must have a facility to preview documents prior to publishing/printing such documents.
	The GUI interface should be based on the concept of tabbed pages for easy navigation. The tabbed pages should contain sets of related components to quickly and efficiently manage information.
	The GUI interface should be pleasing to the eye with the possibility of personalization.
	The GUI interface should have an intuitive presentation of a table or tab with pagination. (Ajax is required)
E.4	Application Help Features
	The system must have online context-sensitive help which is well organized, indexed, and searchable. On-line help must be accessible within the system in a selected language and downloadable as a '.pdf' format.
	The system should provide contextual help (advice & guidelines on the use of the application features) for each function available in the web application).
	The system should have the ability for users to easily access the relevant help for the function they are currently using (e.g help text linked to each screen)
	The system should have the ability to conveniently search the help text using key terms relevant to the function
E.5	User Input Validation and Restriction

	<p>The system must have validation depending on the field required by the end-user.</p> <p>Example:</p> <ul style="list-style-type: none"> • Textfield Age should only allow numeric values • Textfield Address is required and limits only by 155 character • Textfield Date should be in a standard time format
	<p>Special Characters should be filtered and remove possible SQL injection at the web application level.</p>

ANNEX F: Liquidated Damages and Penalties

If the winning bidder 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.

	Description	When	Amount
SLA	Replacement of personnel within 30 days prior to the justifiable reason like death, serious illness, or incapacity of an individual to work, and the replacement should have equivalent or better qualification.	If the winning bidder cannot find the replacement beyond 30 days, and/or have lower qualification compared to the replaced personnel	1/10 of 1% of the monthly billing under "mPhilGEPS Development" for every 24 hours or a fraction thereof
SLA	Replacement of the voluntarily resigned personnel within 5 working days with equivalent or better qualification	Non-replacement of the voluntarily resigned personnel beyond 5 working days and/or lower qualification	1/10 of 1% of the monthly billing under "mPhilGEPS Development" for every 24 hours or a fraction thereof
SLA	The production site and training site of the mPhilGEPS service shall not have a cumulative downtime of more than 1 hour in any single day	Exceeds 1 hour in a day	1/10 of 1% of the monthly billing under "mPhilGEPS Maintenance Support" for every 30 minutes downtime or a fraction thereof
SLA	The production site and training site of mPhilGEPS shall not exceed a total cumulative downtime of more than 5 hours in any month	On the total cumulative downtime in any month has exceeded 5 hours	1/10 of 1% of the monthly billing under "mPhilGEPS Maintenance

			Support" for every 30 minutes downtime or a fraction thereof
SLA	The system shall have an average response time of no more than 12 seconds per full page display (including but not limited to client-side script and cached files like Custom Style Sheets, JavaScript, and Images) for basic functionality on the service during peak load usage periods	When average response time per full page display (including but not limited to client-side script and cached files like Custom Style Sheets, JavaScript, and Images) for basic functionality on the service during peak load usage periods in a given time exceeds 12 seconds	1/10 of 1% of the monthly billing for every day that the average response time exceeded 12 seconds
SLA	Production site and/or training site is free of critical errors (restore within a 24-hour period)	Production site and/or training site is not resolved beyond 24-hour from the time the critical error is reported	1/10 of 1% of the monthly billing for every 30 minutes or a fraction thereof
SLA	Production site and/or training site is free of major errors (restore within a 48 hours / 2 days period)	Production site and/or training site is not resolved beyond 2 days period from the time the major error is reported	1/10 of 1% of the monthly billing for every 40 minutes or a fraction thereof
SLA	Production site and/or training site is free of minor errors (restore within a 168 hours / 7 days period)	Production site and/or training site is not resolved beyond 7 days period from the time the minor error is reported	1/10 of 1% of the monthly billing for every 3 hours or a fraction thereof
SLA	The production site and/or training site is free of security breaches/errors especially on the web application layer and database layer (restore within a 30-minute period).	Production site and/or training site are experiencing security breaches/errors beyond thirty (30) minutes from the time the breach is reported	1/10 of 1% of the monthly billing for every 30 minutes or a fraction thereof
SLA	Notify the PhilGEPS Group of all the Force Majeure events experienced in the production site and/or training site within thirty (30) minutes after the occurrence of the said event	Unnotified of all the Force Majeure events experienced in the production site and/or training site beyond thirty (30) minutes	1/10 of 1% of the monthly billing for every 30 minutes or a fraction thereof
SLA	mPhilGEPS shall not contain any viruses, trap doors, back doors, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personnel	When the mPhilGEPS contained any viruses, trap doors, back doors, worms, time bombs, or other computer programming routines that resulted in damage, detrimentally interfere with, surreptitiously intercept or expropriate any	1/10 of 1% of the monthly billing for every 30 minutes or a fraction thereof

	information, or otherwise disturb the normal operation of the mPhilGEPS	system, data or personnel information, or otherwise disturb the normal operation of the mPhilGEPS is not reported and resolved within 45 minutes from the time of discovery	
ANNEX G: Definition of Terms			
<p>Critical Errors - are "showstoppers" or errors that make it impossible for users to perform mission-critical transactions such as, but not limited to, registration online, approving registration, approving of payment, creation of bid notice, submission, and update of annual procurement plan (APP), creation of purchase request, creation of bid supplement, ordering of bid documents, submission of the bid proposal, submission of payment details, functional pre-bid conference video conference tool, functional bid opportunity search engine, bid matching notification, creation or update of bid award, creation or update of contract. These errors also include system unavailability and data integrity issues with no workaround available.</p> <p>Major Errors - are errors that affect the major functionalities of the system or significant performance degradation are experienced and no reasonable workaround is available. Any deviations from the requirements definition document shall also fall under this category. For example, problems that involve the design of the database, data validation, and incorrect output such as wrong and an inconsistent number of records selected, etc. Major cosmetic errors such as not following a standard format are also considered a major problem since the overall quality of the system is affected.</p> <p>Minor Errors - are system performance issues and bugs affecting some but not all users. A short-term workaround is available, but not scalable.</p> <p>Security Breach/Errors - any incident that results in unauthorized access of data, applications, services, networks, and/or devices by bypassing their underlying security mechanism.</p>			
ANNEX H: Current Cloud Service Infrastructure			
<p>I. Virtual Machine (VM) Server (2)</p> <ul style="list-style-type: none"> A. 8 vCPUs (2.7Ghz) B. 32 GB Memory C. 127 GB OS Disk D. 1 TB SSD Attached Disk E. Operating System (To be announced to the Winning Bidder) <p>II. Database VM Server (2)</p> <ul style="list-style-type: none"> A. 8 vCPU (2.7Ghz) B. 64 GB Memory C. 127 GB OS Disk D. 1 TB SSD Attached Disk E. Database Application (To be announced to the Winning Bidder) <p>III. Key Pair Management System VM Server (1)</p> <ul style="list-style-type: none"> A. 4 vCPUs (2.7 Ghz) B. 16 GB Memory C. 127 GB OS Disk 			

<p>D. 512 SSD Attached Disk</p> <p>IV. PRE-BID VM Server (1)</p> <p>A. 4 vCPUs (2.7 Ghz)</p> <p>B. 16 GB Memory</p> <p>C. 127 GB OS Disk</p> <p>D. 512 SSD Attached Disk</p> <p>V. FILE SERVER VM (1)</p> <p>A. 4vCPU (2.7 Ghz)</p> <p>B. 16 GB Memory</p> <p>C. 127 GB OS Disk</p> <p>D. 512 SSD Attached Disk</p>	
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I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company / Bidder

Signature Over Printed Name of
Authorized Representative

Date



Section VII. Bidding Forms

Bidding Forms

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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:		N° of Staff:
Address:		N° of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion (Month/Year):	Date Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any:		N° 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

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TPF 5. TEAM COMPOSITION AND TASK

1. Lead Project Coordinator		
Name	Position	Task

2. Lead Developer/Full Stack Developer		
Name	Position	Task

3. Network Administrator		
Name	Position	Task

4. Front End Developer		
Name	Position	Task

5. Lead Database Analyst		
Name	Position	Task



6. Back-end Developer			
Name	Position	Task	

7. Quality Assurance			
Name	Position	Task	

7. System Support Staff			
Name	Position	Task	

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

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

1. For scoring purposes, please provide all the necessary details as required per section 2 of Evaluation Criteria in the EDS, clause 9.2.

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

Name of Firm						
Proposed Position:						
Detailed Task Assigned:						
Personal Information						
Name:						
Profession:			Contact No.		Email Address	
Date of Birth				Citizenship		Civil Status
Work Experience (start from the current employment)						
Company Name	Inclusive Dates		Total (Year Months)	Position Title	Actual Duties and Responsibilities(State the Name and Descriptions of the Projects handled)	
	From	To			Similar Relevant Experience	Similar Overall Experience
Current Workload (include workload or projects from other companies, if any)						
Company Name	Inclusive Dates		Total (Year Months)	Position Title	Actual Duties and Responsibilities(State the Name and Descriptions of the Projects handled)	
	From	To			Similar Relevant Experience	Similar Overall Experience
Relevant Training (for the last ten (10) years either as a participant or resource speaker)						

1. Diploma
2. Certificates of Employments and/ or Contract of Employment
3. Valid Professional Certifications and/or Licenses

Certification:

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

Signature of Staff Member and Authorized
Representative of the Firm

Date: _____

Full Name of the Staff Member: _____

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months	
													0	1	2	
																Subtotal (1)
																Subtotal (2)
																Subtotal (3)
																Subtotal (4)

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

Part-time: _____

Signature: _____
(Authorized representative)

Full Name: _____
Title: _____
Address: _____

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of the project.]</i>												
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
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.
10. *In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of*

the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code;

11. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the DBM-PS BAC and PS notices may be transmitted.

Telephone No/s.: _____

Mobile No/s.: _____

Fax No/s.: _____

E-mail Add/s.: _____

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 exhibited to me his/her [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorney's No. _____

PTR No. _____ **[date issued], [place issued]**

IBP No. _____ **[date issued], [place issued]**

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

Note:

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

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 ____.

TPF 9. FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated (Date) for the (Name of Contract) (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at _____ (hereinafter called "the Bank") are bound unto Procurement Service in the sum of _____ for which payment well and truly to be made to the Procurement Service the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

- 1) If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) If the Bidder having been notified of the acceptance of his bid by the Procurement Service during the period of bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;
- 4) If the bidder commits any of the following grounds:
 - a) if a Bidder:
 - (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) Fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 27.2;
 - (iv) Submission of eligibility requirements containing false information or falsified documents;
 - (v) 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 Lowest Calculated and Responsive Bid;

- (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 the 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;
- (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 Bidder:

- (i) fails to sign the contract in accordance to ITB Clause 30;
- (ii) fails to furnish performance security in accordance with ITB Clause 31.

we undertake to pay to the Procurement Service up to the above amount upon receipt of his first written demand, without the Procurement Service having to substantiate his demand, provided that in his demand the Procurement Service will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as the Procurement Service may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

SEAL _____

WITNESS _____

(Name and Signature)

(Address)

FINANCIAL PROPOSAL FORMS



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 ***Consulting Service for System Maintenance, and Enhancement of Modernized Philippine Government Electronic Procurement System (mPhilGEPS) for 1 Year*** 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

Description	Cost (VAT Inclusive)
I. Cost of Services	
I. Hardware Cost	
II. Other Expenses (specify if any)	

Total amount of Financial Proposal:

FPF 3. COST OF SERVICES

Type of Activity/Service	Cost
Activity #1	
Activity #2	
Activity #3	
Activity #4	

Total (VAT Inclusive):

NOTES:

1. Activities shall be based on the Project Timeline and Deliverables Table.
2. Proponents can add several sub-activities in each of the Main Activities as indicated in the Project Timeline and Deliverable Table if the Proponent deems necessary.

FPF 4. HARDWARE COST
(IF APPLICABLE)

Description	Amount
1.	
2.	
3.	
4.	

Total (VAT Inclusive):



FPF 5. OTHER EXPENSES (SPECIFY IF ANY)

Description	Amount
1.	
2.	
3.	
4.	

Total (VAT Inclusive): _____



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]

