



**DEPARTMENT OF PUBLIC WORKS AND  
HIGHWAYS**

# **DPWH PROCUREMENT MANUAL**

**CONSULTING SERVICES**

**Volume III – Consulting Services Main Guidelines  
Annex III-1.1: Standard Bidding Documents for  
Consulting Services  
Annex III-1.2: Standard Bidding Forms for  
Consulting Services**

**JUNE 2016**

## MESSAGE

From 2010 and 2011, the infrastructure budget of the DPWH sharply rose from Php 90 Billion to over Php 360 Billion in 2016. With such a large capital outlay, management should be efficient and effective to avoid wastage of government resources. For this reason, we had to review and revise existing policies and rules in procurement and project implementation to improve transparency, efficiency, and to reduce opportunities for corruption.

In addition, we also decentralized many of our procurement policies and levels of authorities to Regional and District Offices for them to accommodate the procurement of a large number of contracts. This decentralization and delegation was necessary for improved efficiency, and accountability in project execution

To make sure that these management reforms are done properly and in a sustained manner, the improvements and revisions in procurement policies and rules introduced over the last five years have been integrated and incorporated in a revised manual that will promote transparency, accountability, and consistency in all levels from Central to Regional & District Offices. The bottom-line: the same rules apply across regions and offices and lessen the confusion on the procedures of procurement. This consistency will certainly put the private sector at ease, and there will not be undue discretion by the procuring and implementing offices.

All of these are embodied in this DPWH Procurement Manual for Infrastructure, Consulting Services, and Goods that shall be applicable across all entities of this Department. This will make our procurement more transparent to the public, hold our procurement officers responsible for their actions, make project implementation more efficient and consistent, and importantly prevent corruption in government.

I would like to thank the World Bank and the Australian Government for extending technical assistance to the DPWH in crafting this Manual. I also express my appreciation to the external stakeholders from the construction, consultancy, and supplies sectors for their useful inputs in the preparation of this Manual. Finally, I acknowledge the valuable efforts of the DPWH staff in putting together this important Manual.

  
ROGELIO L. SINGSON  
Secretary

# Preface

The Department of Public Works and Highways (DPWH) has prepared this Procurement Manual to guide it in effectively carrying out its heavy procurement workload involving contracts for around 14,000 projects a year under its regular infrastructure budget which in 2016 alone totaled P360 billion. Added to this is the procurement by the DPWH for contracts of around 7,000 infrastructure projects costing about P50 billion a year of non-infrastructure agencies, such as the Department of Education and the Department Agriculture. The DPWH has to efficiently manage the implementation of this extensive procurement program through its Procuring Entities in the Central Office (CO), 17 Regional Offices (ROs), and 182 District Engineering Offices (DEOs).

This DPWH Procurement Manual (DPM) seeks to address the problems in the procurement regime brought about by rules and procedures dispersed in separate documents, such as Republic Act (RA) No. 9184 (Government Procurement Reform Act) and its Implementing Rules and Regulations (IRR), various orders and issuances of the Government Procurement Policy Board (GPPB) and the DPWH, Bidding Documents, and old/incomplete manuals. Some of these documents have unclear, outdated, or conflicting provisions. Consequently, DPWH staff in the CO, ROs and DEOs, as well as private contractors, consultants, and suppliers, have found it difficult to interpret and carry out the procurement process in a clear, unambiguous, and consistent manner. This situation tends to contribute to delays, overruns, substandard work, conflicting interpretations, procedural lapses, and even corrupt acts in the procurement and implementation of projects and services.

The DPM, therefore, aims to put together a coherent set of clear, complete, up-to-date, streamlined, and simple operational rules and procedures, to serve as common reference and guide for DPWH and private contractors, consultants, and suppliers in the procurement of contracts for infrastructure, consulting services, and goods, consistent with RA 9184 and its IRR.

This Procurement Manual is expected to enhance the quality of DPWH procurement, by making it simpler, quicker, consistent (across all DPWH offices), more transparent, more competitive, with greater accountability, and capable of public monitoring - in line with the procurement principles in RA 9184. In turn, this will result in faster and more economical provision of infrastructure works and services needed to accelerate socio-economic development.

The DPM consists of four volumes, viz., Volume I - Systems and Organizations, Volume II - Infrastructure, Volume III - Consulting Services, and Volume IV ó Goods and Services. Apart from the Main Guidelines, the DPM also includes Standard Bidding Documents and Standard Bidding Forms for each of Volumes II, III, and IV.

This DPM is applicable to procurement for (a) projects funded and implemented by the DPWH, (b) projects funded by other agencies but procured/implemented by the DPWH, and (c) foreign-assisted projects in accordance with the approved loan agreements.

In preparing the Manual, the DPWH has evaluated existing procurement policies, rules and practices in the DPWH and elsewhere in the Government, conducted a series of focus group discussions with stakeholders, both internal and external to the Department. The DPWH has also aligned the Manual with the latest amendments (June 2016) of the IRR of RA 9184 adopted by the GPPB. The Department has likewise referred to other relevant GPPB Resolutions and issuances, DPWH Orders, GPPB Generic Procurement Manuals, the Philippine Bidding

Documents harmonized with the Asian Development Bank (ADB), Japan International Cooperation Agency (JICA) and the World Bank (WB), and procurement guidelines of the Official Development Assistance (ODA) agencies.

To ensure that concerned interest groups were properly consulted, the DPWH held a Stakeholders Workshop in January 2016, where Department officials and consultants discussed with key stakeholders the draft Manual and secured their comments and suggestions to improve the Manual. External stakeholders that participated included representatives from the WB, ADB, JICA, Philippine Constructors Association, National Constructors Association of the Philippines, GPPB, Department of Budget and Management, Philippine Government Electronic Procurement System (PhilGEPS), Council of Engineering Consultants of the Philippines, Confederation of Filipino Consulting Organizations, Association of Suppliers, American Chamber of Commerce in the Philippines, and European Chamber of Commerce in the Philippines. Participating internal stakeholders were procurement-related staff from the DPWH CO, Unified Project Management Office (UPMO), five ROs, and four DEOs.

To test the usability of the draft Procurement Manual, the DPWH conducted a Pilot Technical Workshop in January 2016, involving DPWH technical staff from the CO, UPMO, five ROs, and four DEOs.

The DPWH used the results of these two workshops as inputs to improve the quality and practicability of the Manual in its different aspects and components.

The DPWH has produced the DPM under the overall direction of Secretary Rogelio L. Singson. Assisting him was a DPWH Steering Committee chaired by Undersecretary Ardeliza R. Medenilla and composed of members of the DPWH Management Committee and selected Directors, which provided policy and operational guidance in the development and review of the Manual. Actual crafting of the Manual was managed by the DPWH Procurement Service under Director Nimfa E. Potante, aided by a Technical Working Group composed of her staff and representatives of different procurement-related units of the DPWH.

The Australia-World Bank Philippines Development Trust Fund (PH-PTF) provided technical assistance to the DPWH through the engagement of consultants who worked closely with the Department staff in developing the DPM.

**DEPARTMENT OF PUBLIC WORKS AND  
HIGHWAYS**

**PROCUREMENT MANUAL**

**VOLUME III – CONSULTING SERVICES  
MAIN GUIDELINES**

**27 June 2016**

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**ANNEX III-1.2 - STANDARD BIDDING FORMS FORCONSULTING SERVICES**

## ACRONYMS AND ABBREVIATIONS

ABC	Approved Budget for the Contract
ADB	Asian Development Bank
APP	Annual Procurement Plan
BAC	Bids and Awards Committee
BDs	Contract-Specific Bidding Documents of the DPWH
BDS	Bid Data Sheet
BIR	Bureau of Internal Revenue
CAF	Certificate of Availability of Funds
DBM	Department of Budget and Management
DTI	Department of Trade and Industry
EDS	Eligibility Data Sheet
ER	Eligibility Requirements
FAP	Foreign Assisted Project
GAA	General Appropriations Act
GCC	General Conditions of Contract
GOP	Government of the Philippines
GPPB	Government Procurement Policy Board
GPPB-TSO	GPPB – Technical Support Office
GPRA	Government Procurement Reform Act (RA 9184)
HRB	Highest Rated Bid
HRRB	Highest Rated Responsive Bid
IFI	International Financing Institution
IRR	Implementing Rules and Regulations
ITB	Instructions to Bidders
IO	Implementing Office
IU	Implementing Unit
JICA	Japan International Cooperation Agency
JVA	Joint Venture Agreement
NEP	National Expenditures Program
NFCC	Net Financial Contracting Capacity
NGO	Non-Government Organization
NTP	Notice to Proceed
PBDs	Philippine Bidding Documents
PhilGEPS	Philippine Government Electronic Procurement System
PMO	Project Management Office
PPMP	Project Procurement Management Plan
QBE	Quality Based Evaluation Procedure
QCBE	Quality-Cost Based Evaluation Procedure
RA	Republic Act
RA 9184	Republic Act No. 9184 or “Government Procurement Reform Act”
RFP	Request for Proposals
SARO	Special Allotment Release Order
SBDs	Standard Bidding Documents, DPWH
SBFs	Standard Bidding Forms, DPWH
SCC	Special Conditions of Contract
SEC	Securities and Exchange Commission
SOW	Scope of Work
SRRB	Single Rated Responsive Bid

TOR	Terms of Reference
TWG	Technical Working Group
WB	World Bank

## **SECTION 1**

### **INTRODUCTION**

## **1.1 USING AND MAINTAINING THE PROCUREMENT MANUAL**

This **Volume III of the Department of Public Works and Highways (DPWH) Procurement Manual** shall be used by the Bids and Awards Committees (BACs) of the Central Office, Regional Offices and District Engineering Offices, the Procurement Service of the Central Office, the Procurement Units/BAC Secretariats at the Regional and District Engineering Offices, members of the Technical Working Groups (TWGs), Implementing Offices, Project Management Offices and other Implementing Units, and all other concerned personnel of the DPWH for all their procurement activities pertaining to consulting services. **Volume III** shall also be used by consultants as their guide in participating in the procurement of DPWH consulting services contracts.

The Main Guidelines, Standard Bidding Documents and Standard Forms in **Volume III** are all interrelated and complementary. Users are advised to refer first to the relevant provisions in the Main Guidelines, then to the Standard Bidding Documents and Standard Forms to ensure clarity and consistency in interpretation.

In case there are changes in the procedures, forms, policies, new circulars, amendments to the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 (Government Procurement Reform Act), Resolutions of the Government Procurement Policy Board (GPPB), DPWH Department Orders and issuances in the future (i.e., after the approval and release of this original Procurement Manual **Volume III**), the corresponding revisions shall be made in Section 9 of the Main Guidelines of this **Volume III** entitled: Addenda on New Guidelines and Issuances. The DPWH Procurement Service shall be responsible for updating the contents of the Procurement Manual, whenever new issuances or resolutions are issued by the relevant government agencies. It shall maintain a database of these issuances and guidelines in the DPWH website. Users are advised to refer to the last section of the guidelines from time to time and as needed.

## **1.2 SCOPE OF MANUAL VOLUME III**

This **Volume III of the DPWH Procurement Manual** aims to provide its users with clear, concise, and accurate information on the public procurement of consulting services in the DPWH, by discussing the guidelines, rules and procedures that need to be observed to effect such procurement in accordance with the provisions of RA 9184 and its IRR. It covers all stages of consulting services procurement, from procurement planning, through the preparation of bidding documents and the actual conduct of the bidding activities, up to the award and processing of the contract. It also includes important provisions on contract implementation for consulting services.

**DPWH Manual Volume III** is generally consistent with the Generic Procurement Manual (GPM) of Procedures for the Procurement of Consulting Services, June 2006, prepared by the GPPB, but the GPM has been customized into this DPWH Manual **Volume III** to suit the particular procurement conditions and needs of the DPWH.

This **Manual Volume III** is also essentially consistent with the Philippine Bidding Documents (**PBDs**) for the Procurement of Consulting Services, Fourth Edition, December 2010, prepared by the GPPB and harmonized with the procurement guidelines of the Asian Development Bank (ADB), the Japan International Cooperation Agency (JICA), and the World Bank (WB). Again,

the provisions of the **PBDs** have been customized, as necessary, to fit the procurement environment and requirements of the DPWH

The provisions of this **Manual Volume III** shall be observed by its intended users, principally the concerned DPWH Procuring Entities and the consultants that aim to provide their services to the DPWH.

**Volume III** consists of the following three documents which ought to be used together:

**MAIN GUIDELINES – This Document**

**ANNEXIII-1.1 – Standard Bidding Documents for Consulting Services**

**ANNEX III-1.2 – Standard Bidding Forms for Consulting Services**

The provisions of this **Volume III** shall apply to the following:

- a. Consulting services under the mandate of and directly financed and implemented by the DPWH, e.g., feasibility study or detailed engineering design of national highways and flood control projects.
- b. Consulting services funded by other departments/agencies but procured and implemented by the DPWH in accordance with the provisions of law or inter-agency agreements, e.g., construction supervision of a building project of the Department of Justice.
- c. Consulting services for foreign-assisted infrastructure projects in accordance with the provisions of the approved loan agreements.

### **1.3 DEFINITION OF TERMS**

From the Glossary of Terms in Volume I of the DPWH Procurement Manual, the following commonly used terms are hereby restated and/or clarified in this **Volume III**:

- a. **“Annual Procurement Plan” or “APP” for Consulting Services** refers to the document showing the consolidated list of consulting services contracts to be procured by the DPWH Procuring Entity for the year, which serves as basis for all procurements. There are two types of APP: (a) the Indicative APP based on the DPWH budget proposal included in the National Expenditure Program (NEP) for the succeeding calendar year, and (b) the Final APP as revised and updated based on the approved DPWH budget under the General Appropriations Act (GAA) and approved by the Head of the Procuring Entity (HoPE).
- b. **“Approved Budget for the Contract”** refers to the budget for the contract duly approved by the HoPE, as provided for in the GAA, and continuing and automatic appropriations, in the case of national government agencies (NGAs), such as the DPWH; and the estimated contract cost in the case of foreign-funded procurement based on the procurement plan consistent with the loan or grant agreement. For multi-year contracts, for which a Multi-Year Obligational Authority (MYOA) is required, the ABC shall be that incorporated in the project cost reflected in the MYOA issued for the purpose (**IRR Section 5b**). There are two types of ABC: (a) the Indicative ABC for inclusion in the

PPMP and the APP for budgetary purposes, and (b) the Final ABC based on the approved DPWH budget under the GAA and approved by the HoPE.

- c. **“Bidder”** refers to a consultant who submits a bid in response to the requirements of the Bidding Documents (**IRR Section 5e**). In particular, Bidder means, at different stages of the procurement process, the following:
- (1) **“Prospective Bidder,”** from the posting of the Invitation to Bid (**IB**) to its submission of the Eligibility Documents (**EDs**);
  - (2) **“Eligible Bidder,”** if it passes the eligibility check or screening;
  - (3) **“Shortlisted Bidder,”** if it is included in the short list of consultants for the contract at hand;
  - (4) **“Bidder with the Highest Rated Bid (HRB),”** if determined as such by the Bids and Awards Committee (BAC) concerned after the evaluation of bids;
  - (5) **“Bidder with the Highest Rated Responsive Bid (HRRB),”** if determined as such by the BAC after post-qualification; and
  - (6) **“Consultant”** if the consulting services contract is awarded to it and is approved.
- d. **“Bidding Documents”** or **“BDs”** refer to the documents issued by the Procuring Entity as the basis for bids, furnishing all information necessary for a prospective bidder to prepare a bid for a consulting services project required by the Procuring Entity (**Section 5f**). The Bidding Documents, as used in this Procurement Manual Volume III, consist of (i) Request for Expression of Interest (REOI), (ii) Eligibility Documents (EDs), (iii) Eligibility Data Sheet (EDS), (iv) Instructions to Bidders, (v) Bid Data Sheet, (vi) General Conditions of Contract, (vii) Special Conditions of Contract, (viii) Terms of Reference, and (ix) Bidding Forms. The Bidding Documents take the following specific forms:
- (1) **“Philippine Bidding Documents”** or **“PBDs”** refer to the generic bidding documents of the Government of the Philippines (GOP), prepared by the GPPB in accordance with the provisions of the IRR of RA 9184, for use by all agencies of the Government. The PBDs have been harmonized by the GOP with the procurement guidelines of the Asian Development Bank (ADB), the Japan International Cooperation Agency (JICA), and the World Bank (WB), for use in Government infrastructure contracts, both locally-funded and foreign-assisted, procured through national competitive bidding.
  - (2) **DPWH “Standard Bidding Documents”** or **“SBDs”** refer to the pro-forma bidding documents to be used by the DPWH as templates in the procurement of its consulting services contracts, without any contract-specific information. The **SBDs** are essentially based on the **PBDs** but the latter has been customized to suit the particular procurement environment and conditions of the DPWH.
  - (3) **Contract-Specific “Bidding Documents”** or **“BDs”** refer to the bidding documents for a particular infrastructure contract to be procured by the DPWH. The **BDs** follow

the content of the **SBDs**, but with the specific information applicable to the contract at hand already inserted therein (e.g., Contract Name, Description, Approved Budget for the Contract, specific Eligibility and Bid Data, Special Conditions of Contract, etc.).

- e. **“Consultant”** is a natural or juridical person, qualified by appropriate education, training and relevant experience to render any or all of the types and fields of consulting services as defined in this Manual, subject to the requirements provided for eligibility check and post-qualification (**IRR, Annex “B,” Section 1**).
- f. **“Consulting Services”** are services for infrastructure projects and other types of projects or activities of a DPWH office/unit requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the DPWH office/unit 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 (**IRR Section 5i**).
- e. **“Implementing Office”** or **“IO”** is the larger DPWH Office - CO/RO/DEO - that is responsible for implementing the contract. The IO is usually the Procuring Entity itself.
- f. **“Implementing Unit”** or **“IU”** is the specific entity within the IO that is responsible for executing and managing the consulting services contract. The IU, for example, may be any of the following entities:
  - (1) Unified Project Management Office (UPMO), Planning Service, Bureau of Design, Bureau of Construction, Information Management Service, or Human Resource and Administrative Service in the CO,
  - (2) Planning and Design Division or Construction Division in the RO
  - (3) Planning and Design Section or Construction Section in the DEO
- g. **“Procurement,”** in this Manual **Volume III**, refers to the acquisition of consulting services by the Procuring Entity. In case of projects involving mixed procurements – i.e., goods, consulting services, infrastructure projects - the nature of the procurement shall be determined based on the primary purpose of the contract (**IRR Section 5aa**).
- h. **“Procuring Entity”** is the DPWH Office directly undertaking the procurement of the consulting services within its delegated authority, which may be either of the following:
  - (1) Central Office (CO)
  - (2) Regional Office (RO)
  - (3) District Engineering Office (DEO)
- i. **“Project Procurement Management Plan (PPMP)”** refers to a document that lists all the different requirements for the procurement of a consulting services contract. There are two types of PPMP: (a) the Indicative PPMP prepared based on the DPWH budget proposal included in the NEP and consolidated into the Indicative APP, and (b) the Final

PPMP revised and updated based on the approved budget under the GAA and consolidated into the Final APP.

- j. **“Quality Based Evaluation”** refers to a method of evaluating proposals for consulting services based on the quality of the proposal only, without any initial consideration of cost.
- k. **“Quality-Cost Based Evaluation”** refers to a method of evaluating proposals for consulting services based on both the quality of the proposals and the cost of the services offered.

## **1.4 CONSULTING SERVICES**

### **1.4.1 Need for Consulting Services**

The services of consultants may be engaged by the DPWH for government projects or related activities of such magnitude and/or scope as would require a level of expertise or attention beyond the optimum in-house capability of the DPWH and consistent with the policy of the Government not to compete with the private sector (**IRR, Annex “B,” Section 2**).

### **1.4.2 Categories of Consulting Services**

As provided in **Annex “B” of the IRR**, Consulting Services can be grouped into six broad categories, namely:

- a. Advisory and Review Services

These services include review and advice on particular projects or problems, such as those pertaining to planning, project development, design, construction, maintenance, management, and quality control of infrastructure facilities or their specific components or aspects. They also include such services as appearances before commissions, boards or other judicial bodies to give evidence or otherwise submit professional opinions.

- b. Pre-Investment or Feasibility Studies

These are the studies which normally serve as the basis of decisions to go - or not to go - forward with specific projects. These studies may have the following as their objectives:

- (1) To establish investment priorities and sector policies - Studies conducted for this objective include, among others, basic resource inventories, such as river basin surveys, transport sector surveys, and studies of alternative development patterns and of sectors on a regional or nationwide scale.
- (2) To determine the basic features and feasibility of individual projects - Studies for this objective include, among others, functional designs, site selection, architectural and space programming and physical layouts, preliminary design and cost estimates, and market, economic, financial, social and environmental impact analyses required for project evaluation.

- (3) To define and propose changes in governmental policies, operations and institutions necessary for the successful implementation or functioning of investment projects - Studies for this objective include, among others, analyses of project related organizations, administrative problems, planning machinery, regulatory and marketing policies, accounting and management systems, and manpower resources and training requirements.

c. Design Services

These services normally consist of three phases:

- (1) Pre-Design Phase– This establishes the general size and scope of the project and its location on the site. The consulting services include, among other things, reconnaissance, topographic and other land surveys, soils and other geotechnical investigations, hydrologic surveys, preparation of preliminary architectural/engineering designs, layouts, outline specifications, preliminary cost estimates, and specific recommendations prior to actual design.
- (2) Basic Design or Detailed Engineering Design Phase–This includes the preparation of detailed plans, designs, working drawings, specifications, detailed cost estimates and tender documents required for invitations of bids for construction works and equipment.
- (3) Support Services During Procurement and Construction–These include assistance and advice in securing bids, tabulation and analysis of bid results, and making recommendations on the award of construction contracts, and in preparing formal contract documents; preparation of supplementary drawings required to suit actual field conditions; checking detailed construction and as-built drawings, shop and erection drawings submitted by contractors; making periodic visits to check on the general progress of work and quality of materials and workmanship; observing performance tests and start-up and making reports thereon; and making final inspections and reporting of completed project.

d. Construction Supervision Services

These services usually include the following:

- (1) Inspection and expediting of the work.
- (2) Verification and checking of quantities and qualities of work accomplished by the contractor as against the approved plans, specifications, and programs of work.
- (3) Issuance of instructions to the contractor to correct defects on the work.
- (4) Verification and recommendation for approval of statements of work accomplished and certificate of completion of the project by the contractor.
- (5) Review and recommendation for approval of progress and final billings of the contractor.

(6) Provision of records, including as-built drawings, of the completed project.

e. Management and Related Services

These services may include the following:

- (1) Sector policy and regional development studies.
- (2) Project management, including procurement advisory services, impact monitoring, and post-evaluation services.
- (3) Production management, inventory control, and productivity improvement.
- (4) Marketing management and systems.
- (5) Information and communications technology services, including information systems design and development, and network design and installation.
- (6) Institutional strengthening, organization development, manpower requirements, training and technology transfer.
- (7) General management consultancy.
- (8) Other related services.

f. Other Technical Services or Special Studies

Technical Services may include the following:

- (1) Institution building, including organization and management studies, and business process re-engineering and development.
- (2) Design and execution of training programs at different levels.
- (3) Tasks relating to economic and financial studies such as tariff structures.

Special Studies may include the following which are not included in any of the services and studies described above or which will be used to provide inputs thereto:

- (1) Detailed mill, shop, and/or laboratory inspection of materials and equipment.
- (2) Parcellary surveys.
- (3) Preparation of Land Acquisition Plan and Resettlement Action Plan (LAPRAP).
- (4) Geotechnical or soil investigations.
- (5) Studies, tests and process determination performed to establish design criteria for water/other infrastructure facilities.

- (6) Preparation of environmental statements and assistance to the agencies in public hearings.
- (7) Preparation of operating instructions and manuals for facilities and training of personnel and assistance in initial operation of facilities.
- (8) Designs to meet unique or above normal requirements brought about by severe earthquakes, typhoons, or blasts, or to satisfy unique or abnormal tolerances and safety requirements.
- (9) Site and physical planning.
- (10) Interior design.
- (11) Studies on preservation and restoration of historical, cultural, and artworks.
- (12) Landscaping.
- (13) Assistance in litigation arising from the development or construction of projects and in hearings before approving and regulatory agencies.

Technology and knowledge transfer should be considered an important objective in the provision of consulting services.

### **1.4.3 Types of Consulting Contracts Based on Payment Terms**

#### **a. Lump Sum Contract**

Lump sum contracts are used mainly for assignments in which the content and the duration of the services and the required output of the consultants are clearly defined. They are widely used for simple planning and feasibility studies, detailed design of standard or common structures, preparation of data processing systems, environmental studies, and so forth. Payments are linked to outputs or deliverables, such as reports, plans, drawings, bills of quantities, bidding documents, and software programs. Lump sum contracts are easy to administer because payments are due on delivery of clearly specified outputs.

#### **b. Time-Based Contract**

This type of contract is appropriate when it is difficult to define the scope and the length of the services, either because the services are related to activities done by others for which the completion period may vary, or because the input of the consultants required to attain the objectives of the assignment is difficult to assess. This type of contract is widely used for complex studies, supervision of construction, advisory services, and most training assignments. Payments are based on agreed hourly, daily, weekly or monthly rates for staff (who are normally named in the contract) and on reimbursable items using actual expenses and/or agreed unit prices. The rates for staff include salary, social costs, overhead, fee (or profit), and, where appropriate, special allowances. This type of contract should include a maximum amount of total payments to be made to the consultants. This ceiling amount should include a contingency allowance for unforeseen

work and duration, and provision for price adjustments, where appropriate. Time-based contracts need to be closely monitored and administered by the client to ensure that the assignment is progressing satisfactorily and that payments claimed by the consultants are appropriate.

c. Retainer and/or Contingency (Success) Fee Contract

Retainer and contingency fee contracts are widely used when consultants are preparing companies for sales or mergers of firms, notably in privatization operations. The remuneration of the consultant includes a retainer and a success fee, the latter being normally expressed as a percentage of the sale price of the assets.

d. Percentage-of-Construction Cost Contract

This type of contract may be used to determine the compensation of the Consultant for services where the principal responsibility is feasibility study, detailed design or construction supervision of a facility to be constructed.

“Construction cost” is defined as the estimated total cost of constructing the facility to be covered by the proposed feasibility study, detailed design or construction supervision services, excluding the fees and other costs of such services, the cost of land and right-of-way, and legal and administrative expenses of the Procuring Entity. The estimated cost must be approved by the HoPE before the Request for Expression of Interest is issued.

The validity of the percentage-of-construction cost method rests on the assumption that detailed design and construction supervision costs vary in proportion to the cost of construction. Local and foreign experience provides some correlations of costs to support this premise. When judiciously applied, with due consideration of the ranges within which the scope of consulting services may vary, this method may be valuable as a tool for general comparison with time-based fees for consulting services. Its acceptance over many years also affords a useful guide for judging the reasonableness of proposals for consulting services.

In using this method, the Procuring Entity shall observe the following schedule of consulting fee as a percentage of the estimated construction cost of the project:

**Table 1. Consulting Fee as Percentage of Construction Cost**

Type of Services	Fee as % of Estimated Construction Cost
Feasibility Study	1-3%
Detailed Engineering Design	3-6%
Construction Supervision	6-9%

The actual percentage for a particular project shall depend on the type, complexity, location, and magnitude of the project. As a general rule, the higher the construction cost is, the lower should the percentage fee be.

These percentages include those works normally undertaken in arriving at the expected outputs and do not include special studies and investigations under Section 1.4.2-f.

Moreover, the above percentages shall be reduced to the extent that some of the activities are undertaken by the Government.

e. Indefinite Delivery Contract (Price Agreement)

This type of contract may be used when the Procuring Entity needs to have “on-call” specialized services to provide advice on a particular activity, the extent and timing of which cannot be defined in advance. It is commonly used to retain advisers for implementation of complex projects (e.g., expressway-dike-reclamation), expert adjudicators for dispute resolution panels, institutional reforms, procurement advice, and technical troubleshooting, among others, normally for a period of a year or more. The Procuring Entity and the consultant agree on the unit rates to be paid for the experts, and payments are made on the basis of the time actually used

## **SECTION 2**

# **PREPARATION FOR PROCUREMENT OF CONSULTING SERVICES**

## **2.1 LEGAL REFERENCE**

Section 7 of the IRR of RA 9184 provides the legal basis for procurement preparation.

## **2.2 PURPOSE AND SCOPE**

Preparing for procurement makes for higher efficiency and better efficacy. It enables the Procuring Entity and its Implementing Unit (IU) and BAC for Consulting Services to anticipate the onset of events and, as a consequence, better standardize their response to them. Having a better appreciation of forthcoming events gives these officials the opportunity to test a range of possible courses of action, choose the most feasible of these, and identify measures to put them into action. Ultimately, it would enable the officials to determine the best manner by which such measures are to be implemented, ensuring that their individual and collective impacts are optimized at the least cost.

Preparing for procurement basically involves three activities:

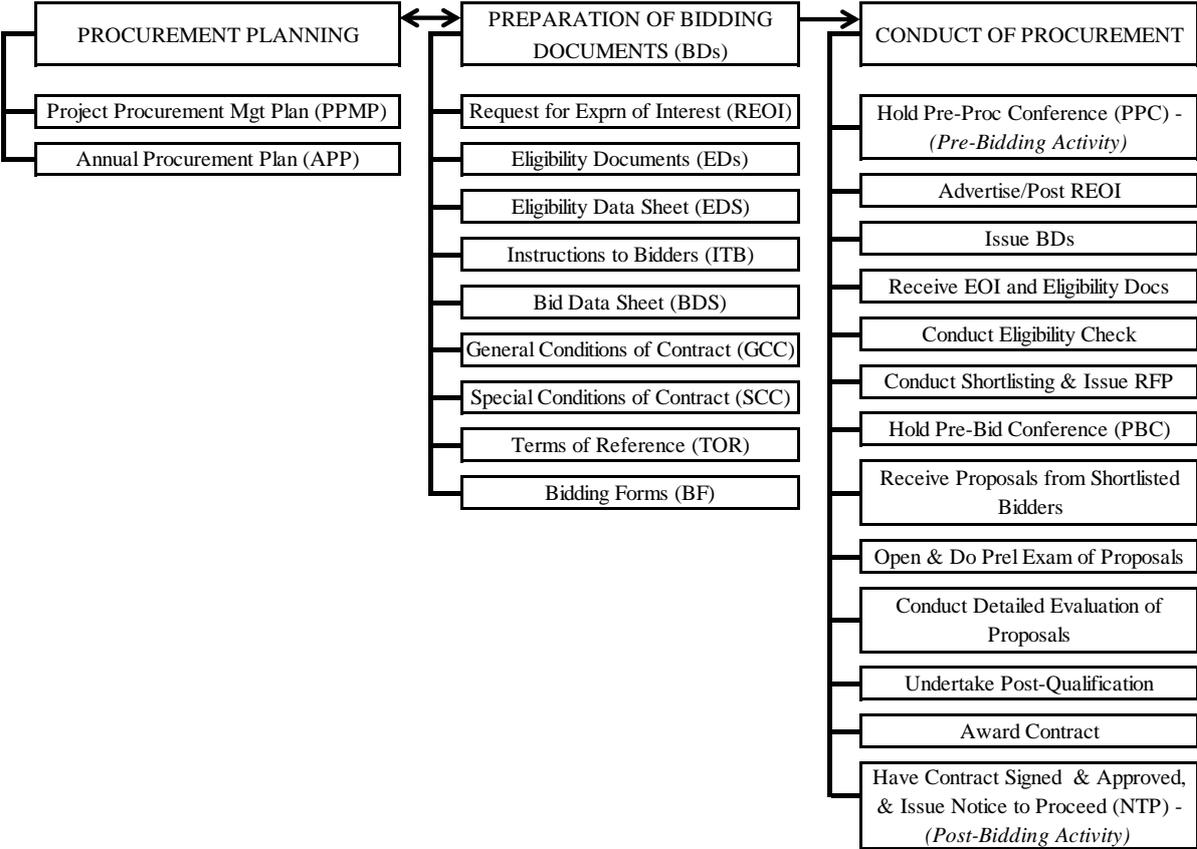
- a. Procurement Planning
- b. Preparation of Bidding Documents
- c. Conduct of Procurement

These activities are discussed in detail in the following Sections of this DPWH Procurement Manual **Volume III**.

## **2.3 OVERALL PROCUREMENT PROCESS**

The overall procurement process for consulting services is depicted in Figure 1.

Figure 1. OVERALL PROCESS FOR PROCUREMENT OF CONSULTING SERVICES CONTRACTS



## **SECTION 3**

### **PROCUREMENT PLANNING**

### 3.1 LEGAL REFERENCE

RA 9184-IRR Section 7 provides the legal basis for procurement planning.

### 3.2 PURPOSE

The purpose of procurement planning is for the Procuring Entity and its BAC for Consulting Services to schedule their procurement activities for the year in advance. Procurement planning entails ensuring that plans for procurement are linked to budgets, preparing the Project Procurement Management Plans (PPMPs) and integrating all PPMPs into the Annual Procurement Plan (APP) for Consulting Services.

### 3.3 POLICIES AND GUIDELINES

- a. The Procuring Entity shall undertake the procurement for a consulting services project only if it is included in and consistent with the APP approved by the Head of the Procuring Entity (HoPE).
- b. The APP of the Procuring Entity must consolidate the PPMPs for the different consulting services projects proposed for procurement by the Entity during the year.
- c. Before any consulting services project is procured, it must be supported by the following prerequisites:
  - (1) Completed and duly approved Bidding Documents.
  - (2) Funding under the DPWH Budget in the NEP/GAA.
- d. The following procedure shall be observed in preparing the PPMPs and the APP:
  - (1) Upon issuance by the DBM of the Budget Call, each Procuring Entity, based on the DPWH Budget Proposal for the incoming year to be submitted to the Department of Budget and Management (DBM) for inclusion in the NEP which includes the proposed funding of consulting services projects for that year, shall cause each Implementing Unit (IU) to prepare not later than 01 August its Indicative PPMP by project for the coming year. The IU shall submit this Indicative PPMP to the Budget Officer of the Entity for confirmation as to the inclusion of the project in the Entity's Budget Proposal. The IU shall then forward the PPMP to the BAC for approval, through its Secretariat (**IRR Section 7.3.4**). All concerned offices of the Procuring Entity must fully abide by the policies and guidelines in Section 3.3 a to c above.
  - (2) The BAC, through its Secretariat, shall consolidate the Indicative PPMPs of all projects into the overall Indicative APP for the Procuring Entity, and submit this to the HoPE for approval by 30 September (**IRR Section 7.3.1 and 7.3.4**).
  - (3) Within fifteen (15) days after the approval of the incoming GAA – usually around December/January - the IUs shall revise their Indicative PPMPs into the Final PPMPs to reflect the authorized budget allocations for their respective consulting services projects consistent with the GAA. The BAC of the Procuring Entity, through its

Secretariat, shall consolidate the Final PPMPs into the Final APP for the Entity, and submit the latter to the HoPE for approval (**IRR Section 7.3.5**).

- e. As stated in Section 3.1.3 of Volume I of the DPWH Procurement Manual and provided in **RA 9184-IRR Section 7.4**, in order to facilitate the procurement of consulting services contracts, the Procuring Entity may, with prior clearance from the DPWH Secretary, even pending approval of the GAA, undertake advance procurement activities, but short of award. In this case, the procurement shall be based on the Indicative APP reflected in the DPWH Budget Proposal included in the NEP for the coming year. For a single-year contract, the Indicative ABC used in the Indicative APP shall be the budget estimate for the contract consistent with the NEP. For a multi-year contract, the ABC shall be the total contract cost reflected in the MYOA as shown in the Indicative APP. The Procuring Entity shall award the contract only when the Certificate of Availability of Funds has been issued corresponding to the Final ABC shown in the Final APP consistent with the approved GAA and/or issued MYOA and, if applicable, the MYOA.

### **3.4 PROJECT PROCUREMENT MANAGEMENT PLAN (PPMP)**

The concerned IU shall prepare the PPMP for each of its consulting services projects, using **Form DPWH-INFR-01**. The PPMP shall contain the following information (**IRR Section 7.3.2**):

- a. Procurement/Contract ID, Name and Location, as related to the Project ID.
- b. Brief Scope of Services under the Contract.
- c. Indicative/Final Approved Budget for the Contract (ABC).
- d. Readiness of the Contract for Procurement:
  - (1) Completed and duly approved Bidding Documents
  - (2) Provision of Funding of the Project in the DPWH Budget in the NEP/GAA.
- f. Contract Implementation Schedule:
  - (1) Contract Duration.
  - (2) Target Start Date of Contract.
  - (3) Target Completion Date of Contract.
- g. Proposed Procurement Method, with justification if other than public bidding.
- h. Procurement Schedule, from Pre-Procurement Conference to Notice to Proceed.

With respect to item a of this Section 3.4, before the approval of the GAA, the Implementing Office (IO), through its Procurement Unit, shall assign the “Procurement ID” for the proposed contract in the Indicative PPMP. This Procurement ID shall be cross-referenced to the Project ID assigned by the DPWH Planning Service corresponding to the Program/Project/Activity (PPA) line item in the NEP.

Once the GAA is approved, the Procuring Entity, through its Procurement Unit, shall assign the “Contract ID” – in place of the Procurement ID – which shall be reflected in the Final PPMP. The Contract ID shall be cross-referenced to the Project ID using the Unified Accounts Code Structure (UACS) code assigned by the DBM and provided by the DPWH Planning Service. The Project ID corresponds to its line item in the GAA.

With regard to item c of this Section 3.4, before the approval of the GAA, the IO shall include the Indicative ABC in the Indicative PPMP and APP based on the NEP. Upon the approval of the GAA, the IO and the Procuring Entity shall include the Final ABC in the Final PPMP and APP consistent with the appropriations in the GAA.

Changes to the individual PPMPs, as well as the consolidated APP, for each Procuring Entity may be undertaken every six (6) months or as often as may be required by the HoPE. The respective IUs shall be responsible for the changes to the PPMPs (**IRR Section 7.6**).

### **3.5 ANNUAL PROCUREMENT PLAN (APP)**

The BAC of the Procuring Entity, through the BAC Secretariat, shall prepare the APP for consulting services projects, using **Form DPWH-INFR-02**, based on the PPMPs submitted by the IUs under the Entity. The APP shall include the list of the consulting services contracts to be procured during the year, with the following information for each contract (**IRR Section 7.3.4**):

- a. Procurement/Contract ID, name, location, and brief description.
- b. IU concerned.
- c. Proposed Mode of Procurement.
- d. Indicative/Final ABC.
- e. Fund Source.
- f. Time Schedule for each Procurement Activity.

The provisions of the last three paragraphs of Section 3.4 (PPMP) pertaining to the Procurement/Contract ID and the ABC shall also apply to the APP.

If changes are made in the individual PPMPs as mentioned in Section 3.4, the Procuring Entity shall make corresponding changes in the consolidated APP every six (6) months or as often as may be required by the HoPE. The BAC Secretariat shall be responsible for the consolidation of the changed PPMPs into the Revised APP, which shall be subject to the approval of the HoPE (**IRR Section 7.6**).

The Procuring Entity shall submit the Indicative/Revised/Final APP for the budget year, including any changes thereto, to the GPPB in July of the current budget year and in January of the following budget year (**IRR Section 7.6**).

### **3.6 DETERMINATION OF MODE OF PROCUREMENT**

### **3.6.1 Competitive Bidding**

Competitive Bidding is the regular or default mode of procurement of consulting services. This may be done undertaken through either the Quality Based Evaluation (QBE) method or the Quality-Cost Based Evaluation (QCBE) method.

#### a. Quality Based Evaluation (QBE)

This is based on the evaluation of the quality of the proposal without any initial consideration of cost. This method is usually appropriate under the following circumstances:

- (1) The downstream impact of the consultancy can be so large that the quality of the services is of overriding importance for the success of the project as a whole.
- (2) The scope of work, duration of the services, and other aspects of the TOR require a degree of flexibility because of the novelty or complexity of the services, the need to select among innovative solutions, or the particular physical, environmental, social, or political circumstances of the project.
- (3) The consulting assignment itself can be carried out in substantially different ways such that cost proposals may not be easily or necessarily comparable.
- (4) There is a need for an extensive and complex capacity building program.

#### b. Quality-Cost Based Evaluation (QCBE)

This is based on the evaluation of both the quality of the proposals and the cost of the services offered, considering the respective weights of quality and cost. This method is usually appropriate under the following circumstances:

- (1) The type of services required is common and not too complex.
- (2) The scope of work can be precisely defined and the TOR is clear and well specified.
- (3) The Procuring Entity and the consultants can estimate with reasonable precision the staff time, the duration of the assignment, and the other inputs and cost required of the consultants.
- (4) The risk of downstream impacts is quantifiable and manageable.
- (5) The capacity building program is not too ambitious and easy to estimate in terms of duration and staff time effort.

### **3.6.2 Alternative Methods Other than Competitive Bidding**

#### a. Limited Source Bidding

Also known as selective bidding, this is a method of procurement that involves direct invitation to bid by the DPWH to a list of pre-selected consultants with known experience

and proven capability on the requirements of the particular contract. This may be employed for highly specialized types of consulting services where only a few consultants are known to be available, such that resorting to the public bidding method will not likely result in any additional consultants participating in the bidding.

b. Negotiated Procurement

This is a method of procurement whereby the Procuring Entity directly negotiates a contract with a technically, legally and financially capable consultant in any of the following cases (**IRR Section 53**):

- (1) Two Failed Biddings – where there has been failure of public bidding for the second time (**IRR Section 35**).
- (2) Emergency Cases—where there is imminent danger to life or property during a state of calamity, or when time is of the essence arising from calamities or other causes where immediate action is necessary to prevent loss of life or property or to restore vital public services, infrastructure and utilities.
- (3) Take-Over of Contracts – where rescinded or terminated contracts are taken over and immediate action is needed to prevent loss of life or property or to restore vital services, infrastructure and utilities.
- (4) Adjacent or Contiguous Services – where the consultants have unique experience and expertise to deliver the required services.
- (5) Agency-to-Agency Agreement – where the DPWH provides consulting services to another agency of the Government, or the DPWH procures consulting services from another agency of the Government.
- (6) Highly Technical Consultants – where individual consultants are hired to do work that is (i) highly technical or proprietary, or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for hiring them.
- (7) Small Value Procurement –where procurement of consultants with known qualifications does not exceed PhP 500,000 (**Annex “H” of IRR of RA 9184**).

The rules and procedures for the use of alternative methods are further discussed in Section 6 of this Manual **Volume III**.

### **3.7 PREPARATION OF APPROVED BUDGET FOR THE CONTRACT (ABC)**

The ABC is the budget for the consulting services contract duly prepared by the concerned Implementing Unit (IU) and approved by the HoPE. As mentioned, if the GAA has not yet been approved, the Indicative ABC given in the Indicative APP shall be the budget estimate for the contract consistent with the NEP for the coming year. If the GAA for the incoming year has been approved, the Final ABC shall be within the appropriations for the project as provided in the

GAA and consistent with the approved Final APP. For a multi-year contract for which a MYOA is required, the ABC shall be the total contract cost reflected in the MYOA.

Regardless of the category and type of consulting services as discussed in Section 1.5, the Procuring Entity shall compute the estimated cost of the consulting services. This estimated cost shall eventually be the ABC which shall be the ceiling for the cost of the contract cost to be procured.

The estimated cost of the consulting services shall be computed on the basis of cost to the consultant of actual services to be rendered by the consultant plus a reasonable management fee. The amount of the management fee depends on the complexity and magnitude of the project, and other direct expenses associated with the undertakings.

The estimated cost of consulting services shall consist of the following components, which, for time-based contracts, shall also be presented in the agreement in like manner:

### **3.7.1 Remuneration Costs**

Remuneration costs are the salaries to be paid to the consultant's staff/personnel who are directly engaged in the consulting services as per agreed manning schedule. They cover the basic salary rates of the staff under item a below multiplied by a billing factor of the consulting firm under item b below.

- a. Basic Salary Rates -These represent the salaries to be received by the professional staff proposed for the positions. In determining the basic rates, the following may be considered as bases:
  - (1) Salary history of the staff
  - (2) Industry rates for similar positions
- b. Billing Factor or Multiplier - The billing factor or multiplier, as discussed further in Section 3.7.5, shall be derived from the following items in Sections 3.7.2 to 3.7.4. It shall be supported by the latest audited financial statements prepared by an independent auditing/accounting entity and certified by the consulting firm with a sworn statement.

### **3.7.2. Overhead Costs**

These are incidental and general administrative and management expenses of the consulting firm other than those directly related to the project, and are expressed in percent of the total of the basic salaries of all the personnel of the firm.

For consulting services with the DPWH, the overhead costs shall not exceed one hundred twenty percent (120%) of the basic salary of the personnel. These costs may include a combination of the following:

- a. Executive, administrative, accounting, and legal salaries, other than identifiable salaries included in the basic man-month salaries.
- b. Legal and corporate expenses, including licenses and professional membership fees.

- c. Business costs, including representation allowances, advertisements, and promotions.
- d. Research and development activities, including personnel development programs.
- e. Provision for office, electricity, water, and similar items for working space.
- f. Depreciation and amortization.
- g. Financial and banking costs, including interest expenses and handling charges.
- h. Building and equipment insurance.
- i. Provision for loss of productive time of technical employees between assignments.
- j. Taxes.

### **3.7.3 Social Charges**

These are cost items for the welfare and benefit of the consultant's staff in accordance with the policies of the consultant and the government. They are expressed as a percentage of the basic rates of the consultant's personnel.

For consulting services with the DPWH, the social charges shall not exceed twenty percent (20%) of the basic salaries of the personnel. Social charges may include any or a combination of the following, based on audited and sworn statements:

- a. Bonuses.
- b. Vacation/sick leave and paid public holidays.
- c. Medical care.
- d. Pension plan covering retirement and/or terminal pay.
- e. Company insurance.
- f. Other benefits as required by law.

### **3.7.4 Management Fee**

This is the reasonable profit or remuneration of the consultant as a whole for providing the professional know-how and expertise of the consultant. The management fee shall be fixed as a percentage of the sum of the basic salary, overhead costs and social charges. For consulting services with the DPWH, the management fee shall not exceed fifteen percent (15%) of the sum of the basic salaries, overhead costs and social charges.

### **3.7.5 Multiplier**

The billing factor or multiplier is the sum of:

$$\frac{(100\% \text{ basic salary} + \% \text{ overhead} + \% \text{ social charges} + \% \text{ management fee})}{100\%}$$

where:

% overhead shall not be more than 120%,  
 % social charges shall not be more than 20%, and  
 % management fee shall not be more than 15%.

In addition, the multiplier shall not exceed 2.0 to 2.5 for the technical personnel, and shall not exceed 1.8 for the administrative personnel directly hired for the project.

### **3.7.6 Reimbursable Costs**

These include all other expenses associated with the execution of the consulting services. These costs may be payable in either or combination of the following methods:

a. Based on Agreed Fixed Rates

These are cost items which are payable at agreed unit rates to the consultant.

b. Based on Actual Costs

These are cost items which are payable based on actual invoices, receipts and/or other supporting papers.

In either method, reimbursable costs may include the following items:

- a. Housing Allowance – This shall cover housing costs, including those for electricity and water, for consultant’s staff. It should not include food and laundry since these are basic necessities that the consultant has to spend for even without the project. In considering the housing allowance, the base of operation and the designated official station of duty of the consultant must be defined.

The base of operation is the location of the home office of the consultant, while the designated official station of duty is the location outside of the base of operation where most of the consultant’s staff will be working more often continuously during the duration of the services.

For local consultants, the base of operation is usually in Metro Manila, and the designated official station of duty is the project site outside Metro Manila. Sometimes, in undertaking the services, the consultant’s personnel are grouped into two, i.e., those stationed at the base of operation and those stationed at the project site, depending on where they will be staying longer continuously during the duration of the services.

Housing allowance shall be given only for long-term consultant’s staff, i.e., those who will be staying at the designated official station of duty continuously for more than one

(1) month. The Procuring Entity may also provide housing facilities at the designated official station of duty instead of giving housing allowance. The work and manning schedules, together with the designated base of operation and the official station of duty, shall be the basis for determining the rates of housing allowance and per diem.

- b. Per Diems - These are daily allowances given to the consultant's personnel while on official trips authorized by the DPWH and/or explicitly required in the contract as follows:
- (1) Outside of the base of operation for consultant's staff stationed there.
  - (2) Outside of the designated official station of duty for consultant's staff stationed there, except when staying at the base of operation. Per diems shall be applicable to a 24-hour day trip of at least 50 kilometers (km) away from the station, and, in the case of Metro Manila, at least 50 km from the last city in that region.
  - (3) For foreign consultants, miscellaneous international travel expenses –These include the cost of transportation to and from the airports, airport taxes, passports, visas, travel permits, and vaccinations.
- c. International Travel - This covers the cost of economy class air transportation, preferably via a Filipino-owned airline, by the most direct and expeditious air routes of the consultant's expatriate staff from their point of origin. An expatriate shall be allowed the cost of excess baggage up to 20 kilograms each per round trip.
- d. Domestic Air Travel - This covers the cost of economy class air transportation and/or land transportation by the most direct and expeditious routes of the consultant's staff for official trips authorized by the DPWH and/or explicitly required in the contract.
- e. Domestic Land Transportation - This covers the provision of vehicles either through purchase or rental.
- f. Communication - This includes telephone, mobile, two-way radio, internet, parcel, freight, courier, fax, and other means.
- g. Office/engineering supplies and preparation/reproduction of drawings and other documents to be submitted.
- h. Equipment rental and purchases whenever justifiable.
- i. Acquisition of software licenses.
- j. Other items deemed necessary for the project as certified by the DPWH.

### **3.7.7 Contingency**

Payments in respect of items of additional work within the general scope of services that may turn out to be necessary as the study progresses or costs that would exceed the estimates set forth may be chargeable to the contingency amounts in the respective estimates. However, these payments can be done only if such costs are approved by the Procuring Entity prior to their being

incurred and provided that they shall be used only in line with the unit rates and costs specified in the contract and in strict compliance with the project needs.

The contingency amount must not exceed five percent (5%) of the amount of the contract excluding value added taxes.

### **3.7.8. Value Added Taxes (VAT)**

VAT is set at twelve percent (12%) of the remuneration.

### **3.7.9 Proposed Total ABC**

The sum of the Basic Salary, Overhead, Social Charges, Management Fee, Reimbursable Costs, Contingency, and VAT, in accordance with the above guidelines, comprises the base cost of the consulting services, as of the date when the estimate is done.

Since the contract cost is usually a fixed price, adequate provision must be made for the increase in cost due to inflation, projected from the date of the base cost estimate up to the estimated date of completion of the services, based on official price indices of the Philippine Statistics Authority (PSA).

The proposed total ABC is then the sum of (i) the base cost and (ii) the increase in cost due to inflation. This is subject to the approval of the HoPE.

## **SECTION 4**

### **PREPARING BIDDING DOCUMENTS (BDs)**

## 4.1 LEGAL REFERENCE

Section 17 of the IRR of RA 9184 provides the legal basis for the preparation of **BDs**.

## 4.2 CONTRACT-SPECIFIC BIDDING DOCUMENTS (BDs)

Contract-specific **BDs** are the documents issued by the DPWH as the basis for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the consultancy services at hand (**IRR Section 5 f**). In preparing the **BDs**, the Procuring Entity has to ensure that these accurately and comprehensively reflect the main activities of the PPMP. The Procuring Entity also has to make sure that the **BDs** are of the kind and form prescribed by the IRR of RA 9184 and this Manual Volume III.

The **BDs** shall clearly and adequately define the following, among other things, for the particular contract to be procured (**IRR Section 17**):

- a. Objectives, scope and expected outputs and/or results of the proposed contract.
- b. Expected contract duration.
- c. Approved Budget for the Contract (ABC).
- d. Obligations, duties and/or functions of the bidder and the winning consultant.
- e. Minimum requirements or specifications for the consulting service contract to meet the needs of the DPWH in clear and unambiguous terms.

### 4.2.1 Form and Content of Contract-Specific BDs

The specific **BDs** for the contract to be procured shall consist of the following parts and sections in accordance with the DPWH Standard Bidding Documents (**SBDs**) in **ANNEX IIIA**:

**Table 2. Components of Contract-Specific BDs**

<b>BIDDING DOCUMENT</b>		<b>ANNEX OF SBDs</b>
<b>Part I</b>		
Section I	Request for Expression of Interest ( <b>REOI</b> )	<b>III-1.1A</b>
Section II	Eligibility Documents ( <b>EDs</b> )	<b>III-1.1B</b>
Section III	Eligibility Data Sheet ( <b>EDS</b> )	<b>III-1.1C</b>
Section IV	Notice of Eligibility	<b>III-1.1D</b>
Section V	Notice of Short List and Request for Proposal ( <b>RFP</b> )	<b>III-1.1E</b>
<b>Part II</b>		
Section I	Instruction to Bidders ( <b>ITB</b> )	<b>III-1.1F</b>
Section II	Bid Data Sheet ( <b>BDS</b> )	<b>III-1.1G</b>
Section III	General Conditions of Contract ( <b>GCC</b> )	<b>III-1.1H</b>
Section IV	Special Conditions of Contract ( <b>SCC</b> )	<b>III-1.1I</b>
Section V	Terms of Reference ( <b>TOR</b> )	<b>III-1.1J</b>
Section VI	Bidding Forms ( <b>BFs</b> )	<b>III-1.1K</b>

<b>BIDDING DOCUMENT</b>		<b>ANNEX OF SBDs</b>
Section VII	Appendices	<b>III-1.1L</b>

#### **4.2.2 Use of Standard Bidding Documents (SBDs) as Template**

For every consulting services contract to be procured, the Procuring Entity shall prepare the contract-specific **BDs**, based on the DPWH Standard Bidding Documents (**SBDs**) for Consulting Services given in **ANNEX III-1.1** which serves as the template. The **SBDs**, in turn, have been patterned after the Philippine Bidding Documents (**PBDs**) developed by the GPPB, together with the ADB, JICA, and WB; but the **PBDs** have been modified and customized into the DPWH **SBDs** to suit the specific conditions and requirements of the DPWH.

For each contract to be procured, the following Sections of the **SBDs** shall be adopted unchanged into the contract-specific **BDs**:

Part I, Section II - Eligibility Documents or **EDs** (**ANNEX III-1.1B**)

Part II, Section I - Instructions to Bidders or **ITB** (**ANNEX III-1.1F**)

Part II, Section III - General Conditions of Contract or **GCC** (**ANNEX III-1.1H**)

On the other hand, the following Sections of the **SBDs** are variable and shall change in the contract-specific **BDs** with the inclusion of data and provisions particular to the contract:

Part I, Section I - Request for Expressions of Interest or **REOI** (**ANNEX III-1.1A**)

Part I, Section III - Eligibility Data Sheet or **EDS** (**ANNEX III-1.1C**)

Part I, Section IV - Notice of Eligibility (**ANNEX III-1.1D**)

Part I, Section V - Notice of Short List and Request for Proposal (**ANNEX III-1.1E**)

Part II, Section III – Bid Data Sheet or **BDS** (**ANNEX III-1.1G**)

Part II, Section IV – Special Conditions of Contract or **SCC** (**ANNEX III-1.1I**)

Part II, Section V - Terms of Reference or **TOR** (**ANNEX III-1.1J**)

Part II, Section VII - Bidding Forms or **BFs** (**ANNEX III-1.1K**)

Part II, Section VIII- Appendices (**ANNEX III-1.1L**)

The Procuring Entity shall check the relevance of the provisions of the **SBDs** against the requirements of the specific Consulting Services to be procured. The following general directions shall be observed when using the **SBDs** to produce the contract-specific **BDs**:

- a. All the documents listed in the Table of Contents of the **SBDs** are normally required for the procurement of Consulting Services. They should, however, be modified as necessary to conform to the circumstances of the particular project to be procured.

- b. The contract-specific **BDs** are divided into Parts I and II. While the entire **BDs** may be downloaded by interested entities from the DPWH website, the Documents under Part I are intended for all entities that are considering to respond to the **REOI** (Part I, Section I). On the other hand, the documents under Part II are intended for use by eligible and shortlisted Bidders, determined in accordance with the provisions of the **EDs** (Part I, Section II), in preparing and submitting their bids.
- c. Particular details, such as the “name of the Procuring Entity” and “address for proposal submission,” should be furnished in the **REOI**, **EDS**, Notice of Eligibility, Notice of Shortlisting and **RFP**, **BDS**, **SCC**, and **TOR**. The final contract-specific **BDs** should contain neither blank spaces nor options.

#### **4.2.3 Participants in Preparation of BDs**

The following shall be involved in the preparation of the contract-specific **BDs**:

- a. BAC
- b. TWG
- c. BAC Secretariat
- d. End-user/IU
- e. Technical Experts on the consulting services to be procured.

The contract-specific **BDs** must be prepared in time for presentation at the Pre-Procurement Conference (PPC). After the PPC, the **BDs** must be finalized before the advertisement and/or posting of the **REOI**.

#### **4.2.4 Request for Expression of Interest (REOI)**

The Procuring Entity shall prepare the **REOI** using **Form DPWH-CONSL-03** in **Part I, Section I of the BDs (ANNEX III-1.1A)**. The **REOI** shall provide information that enables potential bidders to decide whether to participate in the specific procurement at hand. This should include the following information for the contract:

- a. Brief description of services to be provided.
- b. Procuring Entity and funding source.
- c. ABC for the services.
- d. Date of availability of the **Eligibility Documents (EDs)**, place and websites where they may be secured, and deadline for submission of the **Expressions of Interest (EOI)** together with the accomplished **EDs**.
- e. Criteria and rating system for shortlisting of prospective bidders to be used for the contract to be procured, in accordance with DPWH DO 07, series of 2015. The criteria consist of the following:

- (1) Experience of the firm or of its Project Manager/Team Leader.
  - (2) Qualifications of key personnel of the firm.
  - (3) Job capacity of the firm.
- f. Number of consultants to be shortlisted.
  - g. Procedure to be used in the evaluation of Bids of shortlisted consultants, i.e., Quality Based Evaluation (QBE) or Quality-Cost Based Evaluation (QCBE); and if QCBE, the weights to be allocated to the Technical and Financial Proposals.
  - h. Contract duration.
  - i. Statement whether Electronic Bidding, in accordance with GPPB Resolution 23-2013, is available for the procurement opportunity.

#### **4.2.5 Preparation of Eligibility Documents (EDs)**

The Procuring Entity shall adopt the **Eligibility Documents (EDs)** in **Part I, Section II of the BDs**. The Procuring Entity, however, shall insert in the **EDs** information that is specific to the contract at hand using the **Eligibility Data Sheet (EDS)** in **Part I, Section II of the BDs (ANNEX III-1.1B)**.

The **EDs** shall provide the following information to the prospective bidders:

##### **a. Required Submission of Expression of Interest and Eligibility Documents**

If a consultant intends to participate in the bidding for the contract at hand, it must submit to the BAC, on or before the date specified in the **REOI**, its Expression of Interest (**EOI**), using **Form DPWH-CONSL-04**, together with the following Eligibility Documents (**EDs**) for purposes of determining its eligibility if it meets the criteria in Section 4.2.5c (**IRR Section 24.1**).

##### **(1) Class “A” Documents**

###### **(a) Legal Documents**

- (i) Registration certificate from Securities and Exchange Commission (SEC) in the case of a Partnership or Corporation, or Department of Trade and Industry (DTI) in the case of a sole proprietorship, or Cooperative Development Authority (CDA) in the case of a cooperative, or DTI in the case of an individual consultant, or any proof of such registration as stated in the **EDS**.
- (ii) Mayor’s/Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for exclusive economic zones or areas.

In cases of recently expired Mayor’s/Business Permit, it shall be accepted together with the Official Receipt as proof that the bidder has applied for

renewal within the prescribed period, provided that the renewed permit shall be submitted prior to contract award.

For an individual consultant not registered under a sole proprietorship, a BIR Certificate of Registration shall be submitted, in lieu of the DTI registration and the Mayor's/Business Permit.

(iii) Tax Clearance per Executive Order (EO) No. 298, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

(b) Technical Documents

(i) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period provided in the **EDS**. The statement shall include, for each contract, the following:

(i.1) Name and location of the contract,

(i.2) Date of award of the contract.

(i.3) Type and brief description of consulting services;

(i.4) Consultant's role (whether main consultant, subcontractor, or JV partner), and description of specific services (e.g., soil investigations) it provided.

(i.5) Amount of contract,

(i.6) Contract duration.

(i.7) Certificate of satisfactory completion or equivalent document specified in the **EDS** issued by the client, in the case of a completed contract.

(ii) Statement of the consultant specifying its nationality and confirming that those who will actually perform the services are registered professionals authorized by the appropriate regulatory body (e.g., Professional Regulatory Commission or PRC for civil engineers, and Supreme Court for lawyers) to practice those professions.

(c) Financial Document

The consultant's audited financial statements, showing, among other things, the consultant's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

To facilitate determination of eligibility, however, the BAC of a Procuring Entity shall use the contents of the PhilGEPS electronic registry of consultants, in accordance with Section 8.5.2. However, consultants participating in the procurement by a Philippine Foreign Service or Post shall be allowed to submit their eligibility

documents under Section 24.1, in lieu of the PhilGEPS Certificate of Registration required in Section 8.5.2; provided that the winning bidder should register with the PhilGEPS in accordance with Section 37.1.4 (**IRR Section 24.4.3**).

All bidders shall maintain a current and updated file of their Class “A” Documents, and shall submit the PhilGEPS Certificate of Registration and Membership to the Procuring Entity, in lieu of the said Documents. For foreign bidders, the foregoing documents may be substituted by the appropriate equivalent documents in English, if any, issued by the country of the bidder concerned. These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct (**IRR Section 8.5.2**).

(2) Class “B” Document

Valid Joint Venture Agreement (JVA) using **Form DPWH CONSL-08**, in case a joint venture (JV) is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners shall be included in the bid, to the effect that they will enter into and abide by the provisions of the JVA in case the bid is successful. Failure to enter into a JV in the event of a contract award shall be ground for the forfeiture of the Bid Security. Each partner of the JV shall submit its PhilGEPS Certificate of Registration in accordance with **IRR Section 8.5.2**. The submission of technical and financial documents by any of the JV partners constitutes compliance.

A checklist of the required Eligibility Documents is given in **Form DPWH-CONSL-05**.

b. **PhilGEPS Registry System under Electronic Bidding**

In case the Procuring Entity adopts Electronic Bidding pursuant to GPPB Resolution No. 23-2013, the following procedure shall be observed with regard to the registry with the PhilGEPS:

- (1) To facilitate determination of eligibility and subject to the Government Official Merchants (OMR) guidelines, a Procuring Entity may use the registry system of the PhilGEPS that allows submission and/or recording/entry of eligibility requirements simultaneously with registration, as mentioned in Section 4.2.5a above.
- (2) Only a Certified Member with the appropriate classification can avail of the PhilGEPS advance eligibility submission by uploading their electronic documents to the PhilGEPS document library, which can be accessed for current or future procurements.
- (3) Submission of eligibility requirements to the PhilGEPS document library is not tantamount to a finding of eligibility.

c. **Criteria for Eligibility**

Consultants are eligible to participate in the bidding for Consulting Services of the DPWH if they comply with the following criteria:

(1) Submission of Complete Eligibility Documents

The Consultant must submit all of the required Eligibility Documents required in Section 4.2.5a above.

(2) Compliance with Legal and Regulatory Requirements:

The Consultant must be either of the following, as shown in its submitted Class “A” and Class “B” Documents (**IRR Section 24.3.1**):

- (a) Duly licensed Filipino citizen/sole proprietorship.
- (b) Partnership duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines.
- (c) Corporation duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines.
- (d) Cooperative duly organized under the laws of the Philippines.
- (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract, provided that Filipino ownership or interest thereof shall be at least sixty percent (60%). Filipino ownership or interest shall be based on the contributions of each of the members of the JV as specified in their JV agreement.

When the types and fields of Consulting Services involve the practice of professions regulated by law, the appropriate regulatory laws shall be applied.

In accordance with DPWH DO No. 195, series of 1992, pursuant to the provisions of RA 544, the procurement and employment of corporations as consultants for the practice of civil engineering under locally-funded projects is not allowed. For feasibility studies and non-civil engineering services involving multi-disciplinary services, corporations, partnerships, and sole proprietorships shall be allowed, but licensing requirements on regulated professions shall be applied.

To manifest trust and confidence in and promote the development of Filipino consultancy, Filipino consultants shall be hired whenever the services required for the project are within the expertise and capability of Filipino consultants. For this purpose, the DPWH, through the Procurement Service, in consultation with the umbrella organization of Filipino consultants, shall prepare a list of services within the expertise and capability of Filipino consultants. When the services required are not in that list, foreign consultants may be considered.

Foreign consultants may be eligible to participate in the procurement of consulting services, provided that, when the types and fields of consulting services in which the foreign consultant wishes to engage involve the practice of regulated professions, the foreign consultant must be authorized by the appropriate Government professional

regulatory body (e.g., PRC, Supreme Court) to engage in the practice of those professions. The limits of such authority shall be strictly observed.

The BAC shall determine the eligibility of a bidder on the basis of a simple non-discretionary “pass-fail” test – i.e., the bidder is declared eligible if it passes the two criteria in Section 4.2.5c above.

**d. Criteria for Shortlisting.**

The BAC of the Procuring Entity shall draw up a short list of prospective bidders from those declared eligible, by using the detailed set of criteria and rating system given in Table 3, pursuant to the provisions of DPWH DO 07, series of 2015, unless otherwise provided in the EDS.

**Table 3. Criteria for Shortlisting (DO 07, series of 2015)**

Criteria		Maximum Points											
<p><b>Experience of the Firm</b>                      The firm, or its proposed Project Manager/Team Leader for the services to be procured, must have satisfactorily completed one services contract <u>similar</u> to, and with the following cost (of the completed contract) as a percentage of the Approved Budget for the Contract (ABC) of, the services to be procured.</p> <table border="1" data-bbox="347 992 807 1205"> <thead> <tr> <th>Cost of Completed Contract as % of ABC</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>50% or more</td> <td>35</td> </tr> <tr> <td>40% to &lt;50%</td> <td>25</td> </tr> <tr> <td>30% to &lt;40%</td> <td>15</td> </tr> <tr> <td>&lt;30%</td> <td>0</td> </tr> </tbody> </table> <p>If the firm or its Project Manager/Team Leader has not completed any similar contract, it shall be disqualified.                      Additional guidelines are given in item d-1 below.</p>		Cost of Completed Contract as % of ABC	Points	50% or more	35	40% to <50%	25	30% to <40%	15	<30%	0	<b>35</b>	
Cost of Completed Contract as % of ABC	Points												
50% or more	35												
40% to <50%	25												
30% to <40%	15												
<30%	0												
<p><b>Qualifications of Key Personnel of the Firm</b>                      The key personnel of the firm must meet the following requirements:</p>		<b>40</b>											
		FS/DED <sup>1</sup>	CS <sup>2</sup>										
<u>2.1 Education</u>		<u>10</u>	<u>10</u>										
Relevant Bachelor’s Degree, minimum requirement		(8.0)	(8.5)										
Relevant Master’s Degree, additional point		(1.0)	(0.5)										
Relevant Doctor’s Degree, additional point		(0.5)	(0.5)										
Relevant Publications and Training, additional point		(0.5)	(0.5)										
Note: The Total Rating for Education should be not exceed 10 points.													
<u>2.2 Experience</u>		<u>30</u>	<u>30</u>										
<p>Minimum No. of Years of Similar Experience:</p> <table border="1" data-bbox="357 1693 1106 1877"> <thead> <tr> <th>Position</th> <th>Years</th> </tr> </thead> <tbody> <tr> <td>Project Manager/Team Leader</td> <td>10</td> </tr> <tr> <td>Other Key Personnel [insert personnel A] [insert personnel B...N]</td> <td>5-7 as indicated in the BDs [insert year] [insert year]</td> </tr> </tbody> </table>		Position	Years	Project Manager/Team Leader	10	Other Key Personnel [insert personnel A] [insert personnel B...N]	5-7 as indicated in the BDs [insert year] [insert year]						
Position	Years												
Project Manager/Team Leader	10												
Other Key Personnel [insert personnel A] [insert personnel B...N]	5-7 as indicated in the BDs [insert year] [insert year]												
<p>b. <u>Rating of Experience</u></p> <table border="1" data-bbox="357 1910 914 2016"> <thead> <tr> <th>No. of Years of Similar Services</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>2.0 x min. no. required or more</td> <td>30</td> </tr> <tr> <td>(1.5 to &lt;2.0) x min. yrs required</td> <td>25</td> </tr> </tbody> </table>		No. of Years of Similar Services	Points	2.0 x min. no. required or more	30	(1.5 to <2.0) x min. yrs required	25						
No. of Years of Similar Services	Points												
2.0 x min. no. required or more	30												
(1.5 to <2.0) x min. yrs required	25												

(1.0 to <1.5) x min. yrs required	20		
< min. yrs required	0		
Additional guidelines for evaluating the experience of the key personnel are given in item d-2 below.			
<b>Total Score, Qualifications of Principals and Key Personnel</b>		<b>40</b>	<b>40</b>
<b>Job Capacity</b> The firm must meet the following requirements:		<b>25</b>	
3.1 <u>Adequate No. of Technical Personnel for the Contract</u>		(10)	
	<b>No. of Permanent Relevant Tech. Personnel as % of Procuring Entity's Estd No. for the Contract</b>	<b>Points</b>	
	>150%	10	
	100%-150%	5	
	<100%	0	
3.2 <u>Adequate Capacity Net of Existing Workload</u>		(15)	
	<b>No. of On-Going Contracts, Govt and Private</b>	<b>Points</b>	
	None	15	
	1-3	10	
	4-5	5	
	>5	0	
Total		100	
<b>To be eligible for inclusion in the short list, a consultant must obtain a Minimum or Passing Total Rating of 60 points (i.e., score of 60%).</b>			

<sup>1</sup>FS/DED - Feasibility Study/Detailed Engineering Design

<sup>2</sup>CS - Construction Supervision

d-1. Additional Guidelines for Evaluating the Experience of the Firm (Criterion 1).

In evaluating the completed similar work experience of the firm, the Procuring Entity shall observe the guidelines indicated in Tables 4 to 7 below.

**Table 4. Completed Similar Projects to be Considered in Shortlisting**

<b>Project in Consulting Services to be Procured</b>	<b>Completed Similar Projects to be Considered in Shortlisting</b>
Road	Highway, Expressway Road Section, Airport Runway/Taxiway/Apron, Underpass, Tunnel for Road
Bridge	Viaduct, Flyover, Interchange, Wharf/Pier, Elevated Railway
Tunnel	Aqueduct, Subway
River Works	Revetment/River Wall, Dike, Spur Dike, Ground Sill, Floodway, Dam, Dredging
Urban Drainage	Pumping Stations, Floodgates, Sluiceway, Drainage System (Canals, Culverts, Pipes), Irrigation Canals and Drainage
Coastal Protection	Seawall, Groins, Coastal Dike
Dams	Dike, Water Impounding, Sediment Control, Retarding Basin
Building	School, Hospital, Residential/Commercial Building

**Table 5. Completed Similar Services to be Considered in Shortlisting**

<b>Services to be Procured</b>	<b>Completed Similar Services to be Considered in Shortlisting</b>
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Parcellary Survey	Detailed Engineering Design (DED) if Parcellary Survey is included therein
Soil Investigations	Preliminary Engineering Design (PED)/DED if Soil Investigations are included therein
Topographic Survey	PED/DED if Topographic Survey is included therein

**Table 6. Completed Related Services to be Considered in Shortlisting**

Services To Be Procured	Completed Related Services to be Considered in Shortlisting
Feasibility Study (FS)	DED, Pre-Feasibility Study, Business Case Study, Master Plan Preparation
DED	PED, Conceptual Design, Basic Design

**Table 7. Weights to be Applied to Schedule of Ratings for Experience of the Firm in Table 3.**

Case	Conditions	Weight
A	Completed services similar to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	100%
B	Completed services similar to services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	20%
C	Completed services related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	20%
D	Completed services related to services to be infrastructure in services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	0
E	Completed services not related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	0
F	Completed services not related to services to be procured Infrastructure in completed services different from infrastructure in services to be procured.	0

d-2: Additional Guidelines for Evaluating the Experience of the Key Personnel of the Firm (Criterion 2 in Table 3).

“Years of related services” shall be converted to “equivalent years of similar services” using the multipliers in Table 8 below, and added to the actual years of similar services, provided that the personnel meets at least 50% of the minimum number of years in similar position, services, and type of infrastructure in Criterion 2.2a in Table 3. The Total Rating for Experience should not exceed 30 points.

**Table 8. Multipliers to Convert “Related” to “Equivalent Similar” Years of Services of Key Personnel**

Position	Similar Position -100%	Highly Related Position - 75%	Moderately Related Position - 50%	Slightly Related Position - 25%
P1.Project Manager	P1, same S and same I	P1, same S and different I or P1, different S and same I	P1, different S and different I or P2, same S and different I or P2, different S and same I or P2, same S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I
P2. Senior Infra Position	P2, same S and same I	P2, same S and different I or P2, different S	P2, different S and different I or P3, same S and different I or	P3, different S and different I

		and same I	P3, different S and same I or P3, same S and same I	
P3. Other Positions	P3, same S and same I	P3, same S and different I or P3, different S and same I	P3, different S and different I	

Note: P - Position

S - Type of consulting services (e.g., FS, DED, CS)

I - Type of infrastructure (e.g., Road, Flood Control, etc.)

For the evaluation of the eligibility of the bidders, the BAC shall assign weights to the key personnel required which reflect the relative importance of their responsibilities and inputs in the contract being procured. The weights shall be indicated in the **EDS**. This is illustrated in the following *example*.

**Table 9. Weights of Key Personnel - Example**

<b>Position</b>	<b>Number of Personnel</b>	<b>Weight per Personnel</b>	<b>Total Weight</b>
<i>Project Manager</i>	<i>1</i>	<i>20%</i>	<i>20%</i>
<i>Chief Highway Engineer</i>	<i>1</i>	<i>10%</i>	<i>10%</i>
<i>Structural Engineer</i>	<i>2</i>	<i>8</i>	<i>16%</i>
<i>Geotechnical Engineer</i>	<i>1</i>	<i>5</i>	<i>5%</i>
<i>Economist</i>	<i>2</i>	<i>6</i>	<i>12%</i>
<i>... etc.</i>	<i>... etc.</i>	<i>... etc.</i>	<i>... etc.</i>
<b>Total</b>	<b>15</b>		<b>100%</b>

To qualify for short listing, the bidder's Total Rating must at least be equal to the required Minimum or Passing Rating of 60 points (i.e., Score of 60%), in accordance with DO 07, series of 2015.

The Consultant must meet all of the abovementioned Eligibility Requirements by itself, with or without any sub-contractor. Hence, if any nominated sub-contractor is declared ineligible, the Consultant, on its own, must still meet the prescribed Eligibility Requirements.

#### **4.2.6 Preparation of Eligibility Data Sheet (EDS)**

The Procuring Entity shall adopt the Standard Template for Eligibility Data Sheet or **EDS** given in Part I, Section III of the **BDs (ANNEX III-1.1B)**. The **EDS** shall provide the specific information and requirements for the contract being procured in relation to corresponding clauses in the Eligibility Documents (**EDs**), including the following, among others:

**a. List of Contracts Similar to the Contract being Procured.**

Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid shall be considered for shortlisting. The BAC must define in the **EDS** such similar contracts.

**b. Number of Consultants to Comprise the Short List.**

The BAC shall indicate beforehand in the **EDS**, as well as in the **REOI**, the number of consultants that will comprise the short list. The short list must consist of three (3) to seven (7) consultants, with five (5) as the preferred number.

**c. Weights of Key Personnel.**

As mentioned in Section 4.2.5, the BAC shall indicate in the **EDS** the weights to be assigned to the key personnel required which reflect the relative importance of their responsibilities and inputs in the contract being procured

**d. Rating System for Qualifications of Key Personnel for Other Services**

In the case of consulting services other than FS/DED/CS - e.g., institutional development - the BAC, in coordination with the Implementing Unit (IU) concerned, may adopt a schedule of rating points for Qualifications of Key Personnel of the Firm, other than that shown in Table 3, which is deemed appropriate to the types of services required. This schedule should be reflected in the **EDS**.

#### **4.2.7 Preparation of Instructions to Bidders (ITB)**

The Procuring Entity shall adopt the Standard **ITB** Template given in Part II, Section I of the **BDs (ANNEX III-1.1F)**.

**a. Main Aspects of ITB**

The **ITB** includes the following aspects, among others:

(1) General

- Conflict of Interest
- Corrupt, Fraudulent, Collusive, and Coercive Practices
- Consultant's Responsibilities
- Sub-Contracts

(2) Contents of Bidding Documents

- Pre-Bid Conference
- Clarifications and Amendments to BDs

(3) Preparation of Bids

- Documents Comprising the Technical Proposal
- Documents Comprising the Financial Proposal
- Bid Validity
- Bid Security
- Format of Bids

(4) Submission of Bids

- Deadline for Submission of Bids

- Modification and Withdrawal of Bids
- (5) Evaluation and Comparison of Bids
- Opening and Evaluation of Technical Proposals
  - Opening and Evaluation of Financial Proposals
  - Negotiations
  - Post-Qualification
- (6) Award of Contract
- Contract Award
  - Signing of Contract
  - Performance Security
  - Notice to Proceed

b. **Documents Comprising the Technical Proposal**

The Technical Proposal – indicated in **Forms DPWH CONSL-22(TPF1) to DPWH CONSL-28(TPF8) and DPWH CONSL-06(TPF2A) and DPWH CONSL-07(TPF2B)** - shall contain, at the minimum, the following technical information/documents (**IRR Section 25.2.c**):

- (1) Bid Securing Declaration or Bid Security in any of the following forms and corresponding minimum amounts in accordance with the following schedule:

**Table 10. Forms and Amounts of Bid Security**

<b>Form</b>	<b>Minimum Amount</b>
(1) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	2% of ABC
(2) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank	2% of ABC
(3) Surety bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	5% of ABC

The Bid Security shall be valid for the period indicated in the BDS.

A Bid Securing Declaration (BSD) is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the required Performance Security within ten (10) calendar days, or less, as indicated in the BDs, 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 required in the guidelines issued by the GPPB. The template for the BSD is shown in Appendix 24 of the IRR and is reproduced in **Form DPWH INFR-11**. The BSD must be notarized and dry-sealed.

- (2) Technical Proposal Submission (Cover Letter), using **Form DPWH-CONSL-22(TPF1)**.
- (3) Consultant's Experience on Completed Projects, using **Form DPWH-CONSL-06(TPF2A)** and Experience on On-going Projects, using **Form DPWH-CONSL-07(TPF2B)**.
- (4) Comments and Suggestions of Consultant on the Terms of Reference and on the Data, Services, and Facilities to be provided by the Procuring Entity, using **Form DPWH-CONSL-23(TPF3)**.
- (5) Description of the Approach, Methodology and Work Plan for Performing the Project, using **Form DPWH-CONSL-24(TPF4)**.
- (6) Organizational Chart, Team Composition and Tasks for the Project, using **Form DPWH-CONSL-25(TPF5)**.
- (7) Curriculum Vitae (CV) of Proposed Professional Staff, using **Form DPWH-CONSL-26(TPF6)**.
- (8) Time Schedule of Professional Personnel, using **Form DPWH-CONSL-27(TPF7)**.
- (9) Activity (Work) Schedule, using **Form DPWH-CONSL-28(TPF8)**.
- (10) An Omnibus Sworn Statement by the prospective bidder or its duly authorized representative, using **Form DPWH-CONSL-29**, as to the following:
  - (a) It is not "blacklisted" or barred from bidding by the Government or any of its agencies, offices, corporations, or local government units (LGUs), foreign government/foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB.
  - (b) 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.
  - (c) It is authorizing the HoPE or his duly authorized representatives to verify all the documents submitted.
  - (d) The signatory is the duly authorized and designated representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the prospective bidder is a corporation, or duly notarized Special Power of Attorney in case of sole proprietorship, partnership or joint venture.
  - (e) It complies with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019.

- (f) It complies with the responsibilities of a prospective or eligible bidder provided in the Request for Proposals (**RFP**).
- (g) It complies with existing labor laws and standards (**IRR Section 25.2.c**).
- (h) It 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.

**c. Documents Comprising the Financial Proposal**

The Financial Proposal – indicated in **Forms DPWH-CONSL-30(FPF1) to DPWH-CONSL-34(FPF5)** - shall contain the financial information/documents as specified in the **ITB (IRR Section 25.3)**, namely the following:

- (1) Financial Proposal Submission Cover Letter), using **Form DPWH-CONSL-30(FPF1)**.
- (2) Summary of Costs, using **FormDPWH-CONSL-31(FPF2)**.
- (3) Breakdown of Price per Activity, using **Form DPWH-CONSL-32(FPF3)**.
- (4) Breakdown of Remuneration per Activity, using **Form DPWH-CONSL-33(FPF4)**.
- (5) Reimbursables per Activity, using **Form DPWH-CONSL-34(FPF5)**.

**d. Criteria for Evaluation of Technical Proposals**

An important aspect of the **ITB** is the set of criteria and their corresponding weights that shall be used in the evaluation of Technical Proposals (**DPWH DO 07, series of 2015**). This is given in Table 11 below:

**Table 11. Criteria for Evaluation of Technical Proposals**

Criteria	Maximum Points										
<p><b>Experience of the Firm</b> The firm, or its proposed Project Manager/Team Leader for the services to be procured, must have satisfactorily completed one consulting services contract similar to, and with the following cost as a percentage of the Approved Budget for the Contract (ABC) of, the services to be procured.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Cost of Completed Contract as % of ABC</th> <th style="text-align: center;">Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">50% or more</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">40% to &lt;50%</td> <td style="text-align: center;">7</td> </tr> <tr> <td style="text-align: center;">30% to &lt;40%</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">&lt;30%</td> <td style="text-align: center;">0</td> </tr> </tbody> </table> <p><u>Additional Guidelines</u> are given in d-1 below</p>	Cost of Completed Contract as % of ABC	Points	50% or more	10	40% to <50%	7	30% to <40%	4	<30%	0	<b>10</b>
Cost of Completed Contract as % of ABC	Points										
50% or more	10										
40% to <50%	7										
30% to <40%	4										
<30%	0										
<b>Qualifications of Key Personnel to be Assigned to the Project</b>	<b>70</b>										

Criteria	Maximum Points											
	FS/DED	CS										
<u>Education</u>	<u>20</u>	<u>20</u>										
Relevant Bachelor's Degree, minimum requirement	(16.0)	17.0)										
Relevant Master's Degree, additional points	(2.0)	1.0)										
Relevant Doctor's Degree, additional point	(1.0)	(1.0)										
Relevant Publications and Training, additional point	(1.0)	(1.0)										
<u>Experience</u>	<u>50</u>	<u>50</u>										
a. <u>Required Minimum No. of Years of Experience:</u>												
<table border="1"> <thead> <tr> <th>Position</th> <th>Years</th> </tr> </thead> <tbody> <tr> <td>Project Manager/Team Leader</td> <td>10</td> </tr> <tr> <td>Other Key Personnel</td> <td>5-7 as indicated in the ITB 10.1(c)</td> </tr> </tbody> </table>	Position	Years	Project Manager/Team Leader	10	Other Key Personnel	5-7 as indicated in the ITB 10.1(c)						
Position	Years											
Project Manager/Team Leader	10											
Other Key Personnel	5-7 as indicated in the ITB 10.1(c)											
b. <u>Rating of Experience per Personnel</u>												
<table border="1"> <thead> <tr> <th>No. of Years of Similar Services</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>2.0 x min. no. required or more</td> <td>50</td> </tr> <tr> <td>(1.5 to &lt;2.0) x min. yrs required</td> <td>40</td> </tr> <tr> <td>(1.0 to &lt;1.5) x min. yrs required</td> <td>30</td> </tr> <tr> <td>&lt; min. yrs required</td> <td>0</td> </tr> </tbody> </table>	No. of Years of Similar Services	Points	2.0 x min. no. required or more	50	(1.5 to <2.0) x min. yrs required	40	(1.0 to <1.5) x min. yrs required	30	< min. yrs required	0		
No. of Years of Similar Services	Points											
2.0 x min. no. required or more	50											
(1.5 to <2.0) x min. yrs required	40											
(1.0 to <1.5) x min. yrs required	30											
< min. yrs required	0											
<u>Additional Guidelines</u> are given in d-2 below.												
<u>Total Score, Qualifications of Key Personnel</u>	<u>70</u>	<u>70</u>										
<b>3. Proposed Methodology</b>	<b>20</b>											
<b>Characteristics</b>	<b>Points</b>											
<u>3.1 Approach and Method</u>	<b>12</b>											
a. The methodology to carry out important activities indicated in the TOR is inappropriate or poorly presented, indicating that the Consultant has misunderstood important aspects of the scope of work. The required contents of the TOR are missing or superficially discussed.	Poor 2 pts											
b. The way to carry out the different activities in the TOR is discussed generically by the Consultant. The discussion of the methodology is general and not specifically tailored to the project. Although suitable, the methodology does not include a discussion on how the Consultant proposes to deal with critical site specific characteristics of the project. No new insights or deep appreciation of the interrelationships of problems and solutions to be provided for the project are added. The discussion indicates an average perception of the project conditions and does not reflect the specific features of the assignment.	Fair 5 pts											
c. The proposed approach is discussed in detail and the methodology is specifically tailored to the characteristics of the assignment and flexible enough to allow it to adapt to changes that may occur during the execution of the Services.	Good 8 pts											
d. In addition to the requirements listed under "Good," important issues are approached in an innovative and efficient way, indicating that the Consultant has understood the overall and detailed issues and problems of the assignment. The Consultant has outstanding knowledge of the project conditions and a deep grasp of solutions depicted through state-of-the-art approaches and knowledge. The proposal details ways to improve the results and the quality of	Very Good 12 pts											

Criteria		Maximum Points
assignment by using advanced approaches, methodologies and knowledge.		
<b>3.2 Work Plan</b>		<b>5</b>
a. The activity schedule excludes important tasks. The timing of activities and correlation among them are inconsistent with the approach and methodology.	Poor 2 pts	
b. All key activities are included, but are not detailed. There are minor inconsistencies among timing, assignment outputs, and proposed approach.	Fair 3 pts	
c. The work plan responds well to the TOR. All important activities are indicated in the activity schedule, and their timing is appropriate and consistent with the assignment outputs. The interrelation among the various activities is realistic and consistent with the proposed approach. There is a fair degree of detail that facilitates understanding of the proposed work plan.	Good 4 pts	
d. In addition to the requirements listed above under “Good,” decision points and sequence and timing of activities are very well defined, indicating that the Consultant has optimized the use of resources.	Very Good 5 pts	
<b>3.3 Organization and Staffing</b>		<b>3</b>
a. The proposed organization and personnel schedule are not clear and detailed enough, failing to use the required formats. The assignment schedule of each staff is not adequate. The organization and staffing arrangement is not responsive to the requirement of the TOR. It is assumed that the required output cannot be appropriately prepared within the period of the assignment.	Poor 1 pt	
b. The organizational chart is complete and there is a detailed definition of duties and responsibilities. Staff skills and needs are matched precisely and enjoy good logistical support. Staffing is consistent with both timing and assignment outputs.	Good 2 pts	
c. In addition to the characteristics listed above under “Good,” the proposed team is integrated and has good support organization. The organizational chart clearly shows the lines of responsibility and the links between the two parties – DPWH and the Consultant. The proposal contains a detailed discussion showing that the Consultant has optimized the deployment and use of the staff with efficiency and economy, based on the proposed logistics.	Very Good 3 pts	
<b>Total</b>		<b>100</b>

d-1. Additional Guidelines for Evaluating the Experience of the Firm (Criterion 1).

In evaluating the completed similar work experience of the firm, the Procuring Entity shall observe the guidelines indicated in Tables 12 to 15 below.

**Table 12. Completed Similar Projects to be Considered in the Evaluation of Proposals**

Project in Consulting Services to be Procured	Completed Similar Projects to be Considered in Evaluating Proposals
Road	Highway, Expressway Road Section, Airport Runway/ Taxiway, Underpass

<b>Project in Consulting Services to be Procured</b>	<b>Completed Similar Projects to be Considered in Evaluating Proposals</b>
Bridge	Viaduct, Flyover, Interchange, Wharf/Pier
Tunnel	Aqueduct, Subway
River Works	Revetment/River Wall, Dike, Spur Dike, Ground Sill, Floodway, Dam, Dredging
Urban Drainage	Pumping stations, Floodgates, Drainage System (canals, culverts, pipes), Irrigation canals and drainage,
Coastal Protection	Seawall, Groins, Coastal Dike
Dams	Dike, Water Impounding, Sediment Control, Retarding Basin
Building	School, Hospital, Residential/Commercial Building

**Table 13. Completed Similar Services to be Considered in the Evaluation of Proposals**

<b>Services to be Procured</b>	<b>Completed Similar Services to be Considered in Evaluating Proposals</b>
Parcellary Survey	Detailed Engineering Design (DED) if Parcellary Survey is included therein
Soil Investigations	Preliminary Engineering Design (PED)/DED if Soil Investigations are included therein
Topographic Survey	PED/DED if Topographic Survey is included therein

**Table 14. Completed Related Services to be Considered in the Evaluation of Proposals**

<b>Services to be Procured</b>	<b>Completed Related Services to be Considered in Evaluating Proposals</b>
Feasibility Study (FS)	DED, Pre-Feasibility Study, Business Case Study, Master Plan Preparation
DED	PED, Conceptual Design, Basic Design

**Table 15. Weights to be Applied to Schedule of Ratings for Experience of the Firm in Table 11**

<b>Case</b>	<b>Conditions</b>	<b>Weight</b>
A	Completed services similar to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	100%
B	Completed services similar to services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	20%
C	Completed services related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	20%
D	Completed services related to services to be infrastructure in services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	0
E	Completed services not related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	0
F	Completed services not related to services to be procured Infrastructure in completed services different from infrastructure in services to be procured.	0

d-2: Additional Guidelines for Evaluating the Experience of the Key Personnel of the Firm (Criterion 2).

“Years of related services” shall be converted to “equivalent years of similar services” using the multipliers in Table 14 below, and added to the actual years of

similar services, provided that the personnel meets the minimum number of years of similar services in Criterion 2.2a in Table 11. The Total Rating for Experience should not exceed 30 points.

**Table 16. Multipliers to Convert “Related” to “Equivalent Similar” Years of Services of Key Personnel**

Position	Similar Position - 100%	Highly Related Position - 75%	Moderately Related Position - 50%	Slightly Related Position - 25%
P1. Project Manager	P1, same S and same I	P1, same S and different I or P1, different S and same I	P1, different S and different I or P2, same S and different I or P2, different S and same I or P2, same S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I
P2. Senior Infrastructure Position	P2, same S and same I	P2, same S and different I or P2, different S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I	P3, different S and different I
P3. Other Positions	P3, same S and same I	P3, same S and different I or P3, different S and same I	P3, different S and different I	

Note: P - Position

S - Type of consulting services (e.g., FS, DED, CS)

I - Type of infrastructure (e.g., Road, Flood Control, etc.)

For the evaluation of the Technical Proposals of the bidders, the BAC shall assign weights to the key personnel required which reflect the relative importance of their responsibilities and inputs in the contract being procured. The weights shall be indicated in the **BDS**. This is illustrated in the example in Table 9 above.

The Procuring Entity, through the BAC, shall indicate in the **BDS** whether the QBE or QCBE method shall be adopted for the procurement a hand.

In accordance with DO 07, series of 2015, the Minimum or Passing Technical Score in the QBE method shall be 75%, unless otherwise indicated in the Bid Data Sheet.

According to the same DO 07, the following Minimum or Passing Technical Scores and Weights of Quality and Cost shall be adopted in the QCBE method, unless otherwise indicated in the **BDS**.

**Table 17. Passing Technical Score and Weights of Quality and Cost under QCBE**

Type of Services	Passing Technical Score	Weights		
		Quality (Technical Proposal)	Cost (Financial Proposal)	Total
FS	70%	70%	30%	100%
DED	75%	65%	35%	100%
CS	75%	60%	40%	100%

If provided in the **BDS**, for complex projects, the Procuring Entity may also set an Individual Minimum or Passing Score for the qualifications of each key personnel of 60 points in criterion no. 2 (out of the possible maximum of 70 points). Thus, even if the winning firm (i.e., the bidder with the Highest Rated Bid) meets the overall Minimum or Passing Technical Rating as indicated in **ITB** Clause 24.4, but one or more of its key personnel obtains an Individual Rating for personnel qualifications below 60 points, the DPWH shall require that firm to replace each of such personnel with an individual who meets the Minimum Passing Rating of 60 points, as a condition for contract award.

#### **4.2.8 Preparation of Bid Data Sheet (BDS)**

The Procuring Entity shall use the Standard Template for Bid Data Sheet or **BDS** given in Part II, Section II of the **BDS** (**ANNEX III-1.1G**). The **BDS** shall provide the specific information in relation to corresponding clauses in the **ITB** (Part II, Section I of the **BDS**), and has to be prepared for each specific procurement. The **BDS** shall include the following, among others:

- a. Procuring Entity
- b. Bid Evaluation Method – i.e., whether QBE or BCBE or other method
- c. Funding Source
- d. Description of Project
- e. Allowable Extent of and Criteria for Sub-Contracting
- f. Pre-Bid Conference Date and Venue
- g. If Project is on Staff-Time Basis, Estimated Number of Professional Man-Months
- h. Minimum Required Experience of Professional Staff.
- i. Whether Bids may Exceed ABC
- j. Bid Validity Period
- k. Bid Security Form, Amount and Validity Period
- l. Deadline for Submission of Bids
- m. Weights of Key Personnel
- n. Rating for Qualifications of Key Personnel for Services Other than FS/DED/CS.
- o. Required Minimum or Passing Technical Rating.
- p. If QCBE, Weights of Technical and Financial Proposals.
- q. Whether or not Performance Security is Required

#### **4.2.9 Preparation of General Conditions of Contract (GCC)**

The Procuring Entity shall adopt the Standard Template for General Conditions of Contract or GCC given in Part II, Section III of the BDs (ANNEX III-1.1H). The GCC shall include, among others, the following major sections:

- a. Contract Cost and Payment
- b. Liability of Consultant
- c. Force Majeure
- d. Suspension
- e. Termination
- f. Dispute Settlement
- g. Consultants' Documents and Software to be Property of Procuring Entity
- h. Equipment and Materials Furnished by Procuring Entity
- i. Consultant's Actions Requiring Procuring Entity's Prior Approval
- j. Personnel
- k. Performance Security
- l. Reports
- m. Assistance by Procuring Entity on Government Requirements
- n. Sub-Contract
- o. Liquidated Damages for Delay

#### **4.2.10 Preparation of Special Conditions of Contract (SCC)**

For the contract to be procured, the Procuring Entity shall adopt the Standard Template for Special Conditions of Contract or GCC given in Part II, Section II of the BDs (ANNEX III-1.1I). The SCC shall provide contract-specific information in relation to corresponding clauses in the GCC. It shall include the following, among others:

- a. Funding Source
- b. Limitations on Consultant's Liability
- c. Arbitration for Disputes
- d. List of Consultant's Documents and Software to be Property of Procuring Entity
- e. List of Consultant's Actions Requiring Procuring Entity's Prior Approval
- f. Change in Personnel
- g. Limits on Sub-Contract
- h. Advance Payment if Requested

#### **4.2.11 Preparation of Terms of Reference (TOR)**

The **TOR** provides the basic framework for the consulting services to be provided. It is usually prepared by the concerned Implementing Unit (IU). The **TOR** shall normally include the following sections:

- a. Background
- b. Objectives
- c. Desired Outputs or Deliverables
- d. Scope of Services/Work
- e. Training (where appropriate)
- f. Reports and Time Schedule
- g. Data, Services, Personnel and Facilities to be provided by the DPWH

For reference, sample or typical **TORs** are given in **ANNEX III-1.1J** of the **SBDs**, as follows:

APPENDIX A - Sample TOR for Feasibility Study (FS)

APPENDIX B - Sample TOR for Detailed Engineering Design (DED)

APPENDIX C - Sample TOR for Construction Supervision (CS)

APPENDIX D - Sample TOR for Parcellary Survey

APPENDIX E - Sample TOR for Topographic Survey

APPENDIX F - Sample TOR for Geotechnical and Geological Investigations

#### **4.2.12 Preparation of Bidding Forms (BFs)**

For the contract at hand, the Procuring Entity shall adopt the Standard Bidding Forms (BFs) given in **ANNEX III-1.2** which are to be used by the Procuring Entity and the bidders. These BF's include the following:

**Table 18. List of Standard Bidding Forms**

FORM NO.	NAME OF FORM	TO BE ACCOMPLISHED BY	
		PROC. ENTITY	BIDDER
DPWH-CONSL-01	Project Procurement Management Plan (PPMP)	X	
DPWH-CONSL-02	Annual Procurement Plan (APP)	X	
DPWH-CONSL-03	Request for Expression of Interest	X	
DPWH-CONSL-04	Checklist of Eligibility Requirements	X	
DPWH-CONSL-05	Expression of Interest (EOI)		X
DPWH-CONSL-06(TPF2A)	Experience on Completed Projects		X
DPWH-CONSL-07(TPF2B)	Experience on On-Going Projects		X

FORM NO.	NAME OF FORM	TO BE ACCOMPLISHED BY	
		PROC. ENTITY	BIDDER
DPWH-CONSL-08	Joint Venture Agreement (JVA)		X
DPWH-CONSL-09	Eligibility Check Form	X	X
DPWH-CONSL-10	Notice of Eligibility	X	
DPWH-CONSL-11	Notice of Ineligibility	X	
DPWH-CONSL-12	Shortlisting Rating Sheet (by BAC)	X	
DPWH-CONSL-13	Shortlisting Worksheet	X	
DPWH-CONSL-14	Shortlisting Rating Sheet (by Firm)	X	
DPWH-CONSL-15	Shortlisting Rating Sheet (Summary)	X	
DPWH-CONSL-16	Notice of Short List and Request for Proposals	X	
DPWH-CONSL-17	Notice of Non-Inclusion in Short List	X	
DPWH-CONSL-18	Resolution on Short List	X	
DPWH-CONSL-19	Amendment of BDs	X	
DPWH-CONSL-20	Supplemental Bulletin	X	
DPWH-CONSL-21	Bid Bulletin	X	
DPWH-CONSL-22(TPF1)	Technical Proposal Submission Form		X
DPWH-CONSL-23(TPF3)	Comments on TOR and Data, Services and Facilities provided by the Entity		X
DPWH-CONSL-24(TPF4)	Approach, Methodology and Work Plan		X
DPWH-CONSL-25(TPF5)	Organizational Chart, Team Composition and Tasks		X
DPWH-CONSL-26(TPF6)	Curriculum Vitae of Key Personnel		X
DPWH-CONSL-27(TPF7)	Time Schedule of Professional Personnel		X
DPWH-CONSL-28(TPF8)	Activity (Work) Schedule		X
DPWH-CONSL-29	Omnibus Sworn Statement		X
DPWH-CONSL-30(FPF1)	Financial Proposal Submission Form		X
DPWH-CONSL-31(FPF2)	Summary of Costs		X
DPWH-CONSL-32(FPF3)	Breakdown of Price for the Project		X
DPWH-CONSL-33(FPF4)	Breakdown of Remuneration for the Project		X
DPWH-CONSL-34(FPF5)	Reimbursables by Activity		X
DPWH-CONSL-35	Preliminary Examination of Bids	X	
DPWH-CONSL-36	Technical Proposal Evaluation Work Sheet	X	
DPWH-CONSL-37	Notice of Bid Evaluation Failure	X	
DPWH-CONSL-38	Resoln Recommending Highest Rated Bidder, QBE	X	
DPWH-CONSL-39	Invitation to Negotiate, QBE	X	
DPWH-CONSL-40	Invitation to Opening of Financial Proposals, QCBE	X	
DPWH-CONSL-41	Combined Tech and Fin Scores and Ranking	X	
DPWH-CONSL-42	Resoln Recommending Highest Rated Bidder, QCBE	X	
DPWH-CONSL-43	Post-Qualification	X	
DPWH-CONSL-44	Notice of Post-Qualification	X	
DPWH-CONSL-45	Notice of Post-Disqualification	X	
DPWH-CONSL-46	Resolution Recommending Highest Rated Responsive Bidder, QBE	X	
DPWH-CONSL-47	Resolution Recommending Highest Rated Responsive Bidder, QCBE	X	
DPWH-CONSL-48	Notice of Award (NOA)	X	
DPWH-CONSL-49	Notice to Losing Bidders	X	
DPWH-CONSL-50	Notice to Proceed (NTP)	X	
DPWH-CONSL-51	Resolution Recommending Failure of Bidding	X	

FORM NO.	NAME OF FORM	TO BE ACCOMPLISHED BY	
		PROC. ENTITY	BIDDER
DPWH-CONSL-52	Form of Contract Agreement	X	X
	Total	35	20

Out of this overall list, the Bidding Forms to be used specifically by the Bidders are also stated in **ANNEX III-1.1K** of the **SBDs**.

### **4.3 CONDUCT OF PRE-PROCUREMENT CONFERENCE**

#### **4.3.1 Legal Reference**

**IRR Section 20** specifies the rules and the guidelines in relation to the conduct of a Pre-Procurement Conference (PPC).

#### **4.3.2 Pre-Procurement Conference (PPC)**

The PPC is the forum where all officials involved in the procurement meet and discuss all aspects of the transaction. These aspects include the scope of work, the ABC, the applicability and appropriateness of the recommended method of procurement and milestones, the draft **BDs**, and availability of the budget release for the project.

A PPC is conducted to determine the readiness of the Procuring Entity to procure consulting services with an ABC of more than PhP 1 Million. Even when the ABC amounts to PhP 1 Million and below, the BAC is encouraged to conduct a PPC if the circumstances, like the complexity of the technical specifications, warrant the holding of such a conference before the DPWH proceeds with the procurement.

The PPC must be conducted prior to the advertisement or issuance of the **REOI (IRR Section 20.1)**. Within seven (7) calendar days prior to the advertisement or issuance of the **REOI** would be an advisable timeframe for holding the PPC, to give the technical staff sufficient time to incorporate the necessary changes, amendments or revisions thereto.

The BAC shall call for the PPC.

#### **4.3.3 Purpose and Agenda of PPC**

The PPC should aim to undertake the following (**IRR Section 20.1**):

- a. Confirm the description and scope of the contract, the ABC, and contract duration.
- b. Ensure that the procurement is in accordance with the PPMP and APP.
- c. Determine the readiness of the procurement at hand, including, among other aspects, the following:
  - (1) Availability of appropriations and programmed budget for the contract, provided that, for the purpose of the PPC, pending the approval or enactment of the GAA, the Certification of Availability of Funds refers to the amount in the Indicative APP

consistent with the NEP or MYOA; once the GAA is approved, appropriations refer to the amount authorized in the GAA.

- (2) Completeness and approval of the **BDs** and their adherence to relevant procurement guidelines.
- d. Review and adopt the procurement schedule including the deadlines and timeframes, for the different activities.
- e. Review and agree on the criteria for Eligibility Check consistent with Section 2.3.7 of this Manual Volume III, and ensure that the said criteria are fair, reasonable, and that they are of the “pass/fail” type and are written in such manner.
- f. Review the criteria for Shortlisting, including the weights for each criterion, as provided in DO 07, series of 2015.
- g. Determine the actual number of consultants to be included in the short list. The number shall be from three (3) to seven (7) consultants, with five (5) as the preferable number, as well as the minimum or passing Technical Rating (score) required in accordance with the DPWH DO07, series of 2015 (IRR Section 24.15.2).
- h. Review the criteria for the Evaluation of Proposals, as provided in DO 07, series of 2015. The PPC should also determine whether the evaluation procedure should be quality based or quality-cost based. If the procedure will be quality-cost based, the corresponding weights for the Technical and Financial Proposals should be in accordance with DPWH DO07, series of 2015, as stated in Section 3.2.9.7 of this Manual Volume III (**IRR Section 33.2.1bii**).
- i. Finalize and approve the **REOI**.
- j. Reiterate and emphasize the “no contact rule” during the bid evaluation process, and the applicable sanctions and penalties, as well as agree on measures to ensure compliance with the foregoing.

#### **4.3.4 Participants in PPC**

- a. BAC Members
- b. BAC Secretariat
- c. Representatives of the IU or end-user unit
- d. TWG Members
- e. Technical experts who assisted in the preparation of the TOR and Bidding Documents for the procurement at hand
- f. Officials who reviewed the above documents prior to final approval
- g. Other officials concerned, as may be required

## **SECTION 5**

### **PROCEDURE IN PROCUREMENT OF CONSULTING SERVICES THROUGH COMPETITIVE BIDDING**

## 5.1 COMPETITIVE BIDDING

All procurement shall be done through competitive bidding, except as provided in Rule XVI (Alternative Methods of Procurement) of the IRR of RA 9184 (**IRR Section 10**).

Competitive bidding shall, thus, be the default or preferred method of procurement of consulting services. Competitive or public bidding refers to a method of procurement which is open to the participation by any interested party and consists of the following processes: advertisement, Eligibility Check of prospective consultants, shortlisting, Pre-Bid Conference, receipt and opening of bids, evaluation of bids, negotiations, post-qualification, and award of contract (**IRR Section 5 h**)).

The procurement process from the opening of bids up to the award of contract should not exceed three (3) months, or a shorter period to be determined by the Procuring Entity. The latest and earliest allowable times for action on specific procurement activities shall conform to the schedule provided in **IRR Annex C**, as shown in Table 19 below. In case the deadline for each activity falls on a non-working day (i.e., Saturday or Sunday), legal holiday, or special non-working holiday, the deadline shall be the next working day (**IRR Section 38**). Thus, according to **IRR Annex C**, the period from the last day of the period of advertising and/or posting of the **REOI** up to the opening of bids, should not exceed seventy five (75) calendar days.

**Table 19. Period of Action on Procurement Activities for Consulting Services**

Stage	Activities	Latest Allowable Time		Earliest Allowable Time	
		Deadline	Calendar Days	Deadline	Calendar Days
1	Advertisement/Posting of Request for Expression of Interest		7 cd		
2	Eligibility Check and Shortlisting		20 cd		3 cd (1 cd eligibility, 1 cd shortlisting, 1 cd for notice)
3	Issuance and Availability of Bidding Documents	From 1 <sup>st</sup> day of Stage 1 to Stage 5		From 1 <sup>st</sup> day of Stage 1 to Stage 5	
4	Pre-Bid Conference	12 cd before Stage 5	1 cd	12 cd before Stage 5	1 cd
	Request for Clarification	10 cd before Stage 5		10 cd before Stage 5	
	Supplemental/ Bid Bulletin	7 cd before Stage 5		7 cd before Stage 5	
5	Submission and Receipts of Bids	75 cd from last day of Stage 1	1 cd (includes opening of bids)		1 cd (includes opening of bids)
	Submission of Additional requirements	3 cd after Stage 5		3 cd after Stage 5	
6	Bid Evaluation		21 cd+2 cd for approval of		1 cd+ 1 cd for approval of

Stage	Activities	Latest Allowable Time		Earliest Allowable Time	
		Deadline	Calendar Days	Deadline	Calendar Days
			ranking		ranking
7	Notification for Negotiation		3 cd		1 cd
8	Negotiation		10 cd		1 cd
9	Post- qualification		30 cd		1 cd
10	Approval of Resolution/ Issuance of Notice of Award		7 cd		2 cd (1 cd for BAC Resolution, 1 cd for NOA)
11	Contract Preparation and Signing		10 cd		2 cd (1 cd for cont. preprn,1 cd for cont signing)
12	Approval of contract by higher authority		20 cd		1 cd
13	Issuance of Notice to Proceed		3 cd		1 cd
<b>Total Time</b> , excluding additional requirements in Stage 5			<b>175 cd</b>		<b>34 cd</b>
<b>Total Time</b> , including additional requirements in Stage 5			<b>178 cd</b>		<b>37 cd</b>

## **5.2 STEP 1: ADVERTISE AND POST REQUEST FOR EXPRESSION OF INTEREST (REOI) AND ISSUE AND POST CONTRACT-SPECIFIC BIDs**

### **5.2.1 Legal Reference**

**IRR Section 21** specifies the rules in advertising and posting the **REOI**, and **IRR Section 17.5** provides the rules for posting and downloading the contract-specific **Bids**.

The BAC for Consulting Services is responsible for ensuring that the **REOI** is advertised and posted in accordance with the provisions of this Section 5.2 of Manual Volume III.

### **5.2.2 Steps in Advertising and Posting REOI and in Issuing and Posting Bids**

The following steps are followed in advertising the **REOI** and posting the contract-specific **Bids**:

- a. For public bidding of contracts with an ABC costing more than Five Million Pesos (P5 million):
  - (1) The BAC Secretariat, in coordination with the Implementing Unit (IU), shall prepare the draft **Bids**, including the **REOI**, for review/approval of the BAC.
  - (2) The BAC shall approve, or cause the modification of the contents of, the **Bids** during the Pre-Procurement Conference.
  - (3) The BAC Secretariat shall advertise the **REOI** at least once in one (1) newspaper of nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement. Two (2) years after the effectivity of the

Revised RA 9184-IRR approved in 2016, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a Procuring Entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general circulation.

- (4) The BAC Secretariat shall post the **REOI** continuously on the website of the DPWH, starting on the date of advertisement of the **IB** until the deadline for submission and receipt of bids; and on the website of the PhjilGEPS and, if applicable, the website prescribed by the concerned foreign government/foreign or international financing institution or IFI, continuously for seven (7) calendar days starting on the date of advertisement of the **REOI**.
  - (5) The BAC Secretariat shall post the **REOI** in any conspicuous place reserved for this purpose in the premises of the Procuring Entity for seven (7) calendar days starting from the date of advertisement, as certified to by the Head of the Secretariat.
  - (6) Aside from the **REOI**, the BAC Secretariat shall also post the contract-specific **BDs** at the websites of the DPWH, PhilGEPS and, as applicable, the IFI concerned, over the same respective periods. Thus, prospective bidders, as well as other interested parties, may download the **BDs** from either website. They shall pay the fee for the **BDs** when they submit their bids to the BAC.
  - (7) The BAC Secretariat shall issue hard copies of the **BDs** to interested parties upon payment of the fee therefor, from the first day of advertisement of the **REOI** until the deadline for the submission and receipt of bids.
- b. For public bidding of contracts with an ABC costing Five Million Pesos (P5 Million) and below:

The BAC Secretariat may not advertise the REOI in a newspaper, but shall perform steps a(1), a(2), and a(4) to a(7) of Section 5.2.2 above.

The BAC shall require prospective bidders that obtain the **BDs** to pay a non-refundable fee based on the schedule given in Table 20 in accordance with DPWH DO 23, series of 2012:

**Table 20. Schedule of Fees for BDs**

<b>ABC in PhP</b>	<b>Max. Fee for BDs in PhP</b>
1 M and below	1,000
More than 1 M up to 5 M	5,000
More than 5M up to 20 M	10,000
More than 20M up to 50M	20,000
More than 50M up to 100M	30,000
More than 100M up to 500M	40,000
More than 500M up to 1B	50,000
More than 1B	75,000

In the case of World Bank-funded projects, the **REOI** shall be sent to all who have expressed an interest in undertaking the services as a result of any General Procurement Notice issued. In addition, it shall also be sent to all heads of associations of consultants within the area where the project will be undertaken.

### **5.2.3 Procedure for REOI using Electronic Bidding**

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23-2013, the Procuring Entity shall observe the following procedure with regard to the **REOI**:

- a. The Procuring Entity, through its Bid Notice Creator, shall create an electronic **REOI** in accordance with the contents provided under Section 21.1 of the IRR of RA 9184 (as discussed in Section 4.2.4 of this Manual Volume III) to provide prospective bidders sufficient information for the contract to be bid (“Bid Notices”) using the electronic bid facility under PhilGEPS. Only Bid Notices that have been verified and approved by the Bid Notice Approver shall be posted in the PhilGEPS Electronic Bulletin Board.
- b. The Procuring Entity shall upload a complete set of the **BDs**, in PDF format, in the PhilGEPS website which will be available from the time the Bid Notice is posted, and which PDF version can be downloaded free of charge by Registered Merchants until the deadline for the submission and receipt of bids.
- c. Registered Merchants who have set their bid-match profiles shall automatically be notified through electronic mail (e-mail) and/or through the Registered Merchant’s respective PhilGEPS “Pending Task” page of posted Bid Notices.
- d. Only Registered Merchants who pay the **BDs** Fee through the Bid GPPB Payment Modality shall be allowed to download complete **BDs** and bid response forms.

## **5.3 STEP 2: ACCEPT EXPRESSIONS OF INTEREST AND APPLICATIONS FOR ELIGIBILITY AND SHORTLISTING, AND CONDUCT ELIGIBILITY CHECK**

### **5.3.1 Legal Reference**

**IRR Section 24** specifies the rules in relation to the eligibility requirements for the procurement of consulting services.

### **5.3.2 Expression of Interest (EOI) and Eligibility Documents (EDs)**

Interested Consultants or prospective bidders should submit their Eligibility Envelopes containing their written **EOIs**, using **Form DPWH-CONSL-05**, together with the accomplished **EDs**, to the BAC Secretariat, and have these received not later than the deadline indicated in the **REOI**. The deadline shall not be earlier than seven (7) calendar days after the date of advertisement of the **REOI**.

Upon receiving the Eligibility Envelope containing the **EOI** and **EDs**, the BAC Secretariat must stamp them as “RECEIVED,” indicating thereon the date and time of receipt, and have the stamp countersigned by an authorized representative of the prospective bidder. It shall then accomplish in triplicate a pre- numbered receipt indicating the name of the prospective bidder and the date and time when the Eligibility Envelope was received. It shall attach one triplicate copy of the receipt on the Eligibility Envelope, give the other triplicate copy to the prospective bidder, and the original copy for records purposes.

### 5.3.3 Eligibility Check

The BAC shall check if the prospective bidder submitted complies with the Eligibility Criteria provided in the Eligibility Documents (**EDs**) (as stated in Section 4.2.5 of this Manual **Volume III**) and, if so, is eligible to participate in the bidding at hand. The BAC shall use the Checklist of Eligibility Requirements in **Form DPWH-CONSL-04** for this purpose.

- a. The BAC shall open in public the Eligibility Envelopes, one at a time, on the date specified in the **REOI (IRR Section 24.4.1)**. The BAC shall read and record the following:
  - (1) Name of the prospective bidder.
  - (2) Whether there is a modification or substitution.
  - (3) Presence or absence of each of the required Eligibility Documents vis-à-vis a checklist.
- b. The BAC shall then determine, on a “pass/fail” basis, if the bidder complies with the Eligibility Criteria in the **EDs** (Section 2.3.7-b of this Manual **Volume III**) (**IRR Section 24.4.2**).
  - (1) If the bidder (a) submitted complete **EDs** as required in Section 4.2.5a of this Manual **Volume III**, and (b) based on the submitted Eligibility Documents, complied with the Legal and Regulatory Requirements in the **EDs** (Section 4.2.5b of this Manual **Volume III**), the BAC shall rate the bidder “passed” and, thus, declare it “eligible” to bid for the procurement at hand.
  - (2) On the other hand, if the bidder (a) failed to submit any of the **EDs**, or submitted patently incomplete or insufficient data therein, as required in Section 4.2.5a of this Manual **Volume III**, and/or (ii) based on the submitted **EDs**, failed to comply with any of the Legal and Regulatory Requirements in the **EDs** (Section 4.2.5b of this Manual **Volume III**), the BAC shall rate the bidder “failed” and, hence, declare it “ineligible” to bid for the procurement at hand.
- c. The BAC shall inquire from the bidders so declared ineligible if they intend to file a request for reconsideration. If so, the BAC shall keep the Eligibility Envelopes containing the **EDs** and re-seal and sign the same in the presence of all the participants. These shall be deposited in the Bid Box or any other secured place or location. The BAC may return the Eligibility Envelope to the ineligible bidder if it expressly waives its right to file a request for reconsideration. Such waiver shall be made in writing, to be executed by the authorized representative of the ineligible bidder.

The BAC should have a secured depository of all the original copies of the **EDs** submitted by bidders, to which only its members and those of the BAC Secretariat have access. This will prevent the loss of any of the **EDs**.

### 5.3.4 One Bidder Submitting Eligibility Envelope

Even if only one bidder submits its eligibility envelope, the bidding process shall continue. If it is declared eligible, is subsequently shortlisted, and its bid is found to be responsive to the bidding requirements, its bid will be declared as a Single Rated Responsive Bid (SRRB) and considered for contract award (**IRR Section 36**).

### **5.3.5 No Bidder**

If no prospective bidder submits an **EOI**, the BAC shall issue a Resolution declaring the bidding a failure. The BAC shall then review the terms and conditions stated in the **REOI**. If warranted, it shall change any of the **BDs**, including the Terms of Reference or adjust the ABC, subject to the required approvals. The BAC must, thereafter, conduct a rebidding, in the process formulating a new **REOI** and advertising and posting it, together with the revised Bidding /documents, as required (**IRR Section 35**).

### **5.3.6 Ineligible Bidder**

A prospective bidder that was absent during the Eligibility Check and was found ineligible has seven (7) calendar days from its receipt of the Notice of Ineligibility, within which to file a written request for reconsideration with the BAC for Consulting Services. If the prospective bidder was present during the Eligibility Check and was duly notified, verbally or in writing, of its ineligibility, it also has seven (7) calendar days upon such notice within which to file a written request for reconsideration. Within seven (7) calendar days after it receives a letter requesting for reconsideration, the BAC should resolve such request. In the meantime, the BAC will hold on to the Eligibility Envelopes of the prospective bidder until the request for reconsideration is resolved. In so doing, the BAC can request the prospective bidder to clarify its **EDs**, if necessary.

If the ineligible bidder's request for reconsideration is denied, it may protest the decision in writing with the HoPE within seven (7) calendar days from receipt of the resolution. A protest may be made by filing a verified position paper with the HoPE, accompanied by the payment of a non-refundable protest fee. The non-refundable protest fee shall be as shown in Table 21 (**IRR Section 55.3**):

**Table 21. Schedule of Protest Fees**

<b>ABC Range</b>	<b>Protest Fee</b>
PhP50M and below	0.75% of ABC
More than PhP50M to PhP100M	PhP0.5M
More than PhP100M to PhP500M	0.5% of ABC
More than PhP500M to PhP1B	PhP2.5M
More than PhP1B to PhP2B	0.25% of ABC
More than PhP2B to PhP5B	PhP5M
More than PhP5B	0.1% of ABC

The protests shall be resolved strictly based on records of the BAC. The HoPE shall resolve a protest within seven (7) calendar days from receipt thereof. The decision of the HoPE shall be final up to the limit of his contract approving authority (**IRR Section 56**).

### **5.3.7 Notices of Eligibility/Ineligibility**

Based on the results of the Eligibility Check, the BAC Secretariat shall prepare the Notices of Eligibility and Ineligibility, using **Forms DPWH-CONSL-10** and **DPWH-CONSL-11**, respectively, and have these signed by the BAC members present during the opening and checking of the **EDs**. In case a prospective bidder is declared ineligible, the Notice of Ineligibility shall state the reason for such ineligibility. The Notice will be received officially by the bidder's authorized representative

### **5.3.8 Content of Position Paper**

The verified position paper required from the bidder making the protest, as mentioned in Section 5.3.6 above shall contain the following information:

- a. Name of bidder.
- b. Office address of the bidder.
- c. Name of project/contract.
- d. Name of Procuring Entity.
- e. Brief statement of facts.
- f. Issue to be resolved.
- g. Other matters and information relevant to the resolution of the protest.

The position paper shall be verified by an affidavit that the affiant has read and understood the contents thereof and that the allegations therein are true and correct of his personal knowledge or based on authentic records. An unverified position paper shall be considered unsigned, produces no legal effect, and results in the outright dismissal of the protest (**IRR Section 55.4**).

### **5.3.9 Questions or Doubts on Eligibility**

Notwithstanding the eligibility of a consultant and/or inclusion in the shortlist of consultants, the DPWH 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 that consultant, or that there has been a change in the consultant's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the **EDs** or statements, or any changes in the situation of the consultant which will affect the capability of the consultant to undertake the project so that it fails the preset Eligibility Criteria, the DPWH shall consider the said consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract (**IRR Section 24.7**). A consultant found guilty of false information faces imprisonment of not less than six (6) years and one (1) day but not more than 15 years (**IRR Section 65.3**).

## **5.4 STEP 3: SHORTLIST ELIGIBLE CONSULTANTS**

### **5.4.1 Legal Reference**

**IRR Section 24.5** specifies the rules in relation to the shortlisting requirements for the procurement of consulting services.

#### **5.4.2 Need to Shortlist**

If all eligible bidders are invited to submit proposals, the chance of a consultant being awarded the contract diminishes greatly. Considering the substantial costs incurred in preparing a proposal, this discourages a consultant from participating in the bid. The probability of being awarded the contract becomes less commensurate to the time and money spent in formulating the proposal. A short list greatly increases the chances of a consultant and thus encourages it to put in more time and effort in preparing a good proposal. Ultimately, the Government in general, and the DPWH in particular, will receive better proposals to choose from.

#### **5.4.3 Shortlisting**

The process of shortlisting determines the most qualified consultants from a list of eligible consultants to undertake the project.

Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the **EDS** shall be considered for short listing.

The BAC of the Procuring Entity shall draw up a short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system as provided in DO 07, series of 2015, and specified in the EDS. The BAC shall indicate beforehand in the **REOI** and **EDS** the number of consultants that will comprise the short list. The short list must consist of three (3) to seven (7) consultants, with five (5) as the preferred number,

Shortlisted consultants shall be invited to participate in the bidding for this project through the Notice of Short List and Request for Proposals (**Form DPWH-CONSL-16**) issued by the BAC of the Procuring Entity.

Only bids from shortlisted bidders shall be opened and considered for award of contract. These shortlisted bidders, whether single entities or JVs, should confirm in their bids that the information contained in the submitted **EDs** remains correct as of the date of bid submission.

#### **5.4.4 Methodology for Shortlisting**

- a. The DPWH must consider for shortlisting only those consultants that (**IRR Section 24.5.1**):
  - (1) have been declared eligible by the BAC for Consulting Services under Section 5.3.3; and
  - (2) have satisfactorily completed contracts, as stated in their eligibility documents, that are similar in nature and complexity to the project, as described in the **REOI**.
- b. In shortlisting the eligible consultants, the BAC, assisted by the TWG, shall use the rating sheets in **Forms DPWH-CONSL-12 to DPWH-CONSL-15**.

- c. The BAC shall rate each participating consultant according to the criteria for shortlisting (prescribed in **DPWH DO 07, series of 2015**) presented in Section 4.2.5d of this Manual Volume III.

d. Evaluation of Experience of the Firm (item 1 of Table 3)

The BAC shall evaluate and rate each bidder or its proposed Project Manager/Team Leader for Experience of the Firm in accordance with the points system in item 1 of Table 3, with a maximum of 35 points. The evaluation shall consider the additional guidelines in Section 4.2.5d-1.

e. Evaluation of Qualifications of Key Personnel of the Firm (item 2 of Table 3)

The BAC shall evaluate the qualifications of the key personnel which the bidder is considering for each key position in the contract being procured using the criteria in Tables 3 and 8 and the weights in Table 9. In case the bidder does not identify any personnel for a specific key position, the BAC shall select the personnel from the list of key personnel submitted by the bidder in its **EDs** who is considered the most qualified for that position, in terms of his relevant education and experience.

The BAC shall evaluate and compute the “unweighted” ratings of each personnel using the points system for the two sub-criteria of 2.1 Education and 2.2 Experience as indicated in Table 3. Unweighted ratings mean the raw scores of each personnel using the points system in items 2.1 and 2.2 of Table 3 before applying his weight as indicated in Table 9. For each personnel, the unweighted rating for Education shall not exceed 10 points, and the unweighted rating for Experience shall not exceed 30 points.

The Total Unweighted Rating for Qualifications of Each Personnel shall be obtained by adding his unweighted ratings for sub-criteria 2.1 and 2.2.

The Total Rating for Qualifications of All Key Personnel shall be the sum of the (Total Unweighted Rating of each key personnel multiplied by his respective weight based on Table 9 for all key personnel. The maximum possible Total Rating for this criterion is 40 points.

f. Evaluation of Job Capacity of the Firm

The BAC shall evaluate the Job Capacity of the firm using the criterion 3 and sub-criteria 3.1 (Adequacy of Technical Personnel) and 3.2 (Capacity Net of Existing Workload) in Table 3, with maximum possible ratings of 10 and 15 points, respectively.

g. Calculation of the Total Rating of Each Bidder for Shortlisting

The Total Rating of the bidder shall be the sum of the following:

- (1) Total Rating for Criterion a (Experience of the Firm).
- (2) Total Rating for Criterion b (Qualifications of Key Personnel of the Firm).
- (3) Total Rating for Criterion c (Job Capacity).

- h. The BAC shall rank the eligible consultants based on the average of the Total Ratings (Scores) given to them by the BAC Members.
- i. To qualify for shortlisting, the bidder's Total Rating must at least be equal to the required Minimum or Passing Rating of 60 points (or Score of 60%), in accordance with DO 07, series of 2015.
- j. If the number of eligible consultants that will get the required Minimum or Passing Rating exceeds the predetermined number of consultants to be shortlisted, those obtaining the highest ranks corresponding to the said predetermined number shall comprise the short list. If the number of eligible consultants that will get the required Minimum or Passing Rating is only one or less than the predetermined number of consultants to be shortlisted, the BAC shall consider all such consultants as comprising the shortlist (**IRR Section 24.5.2**).
- k. The BAC shall recommend the short list of consultants to the HoPE through a BAC Resolution using **Form CONSL-18(IRR Section 24.5.4)**.
- l. If the HoPE approves the recommendation, the BAC shall inform the shortlisted consultants about the results of the shortlisting process. If the HoPE disapproves the recommendation, he must inform the BAC for Consulting Services of the reasons for the disapproval and instruct the same on the measures that ought to be adopted.
- m. The shortlisted bidders shall then be required to pay the fee for the **BDs**.

#### **5.4.5 Duration of Eligibility Check and Shortlisting**

The entire process of eligibility check and short listing must not exceed twenty (20) calendar days after opening the eligibility envelopes. (**IRR Section 24.5.4**)

#### **5.4.6 Notices of Shortlisting and Request for Proposals (RFP)**

Based on the comparative rating of the eligible bidders under Section 5.4.4, the BAC shall recommend, through a Resolution to the HoPE, the first five consultants with the highest ratings (scores) above the Minimum or Passing Total Score of 60% to comprise the short list.

Once the Resolution is approved by the HoPE, the BAC shall issue the **Notice of Short List and Request for Proposals (RFP)** to the shortlisted firms, using **Form DPWH-CONSL-16**. The BAC shall also issue to the other bidders the Notice of Non-Inclusion in the Short List, using **Form DPWH-CONSL-17**.

#### **5.4.7 Disassociations and Associations among Shortlisted Consultants**

The members of a shortlisted association cannot disassociate from each other; otherwise, its members should be disqualified. Neither can a shortlisted firm be allowed to associate with any other firm.

#### **5.4.8 No Eligible Bidder Passes Shortlisting**

If no prospective bidder is shortlisted, the BAC should declare a failure of bidding and issue a Resolution to that effect. The BAC shall then review the terms and conditions stated in the **REOI**. If warranted, it shall change any of the terms and conditions, including the quantities or specifications, adjust the ABC, subject to the required approvals, and conduct a re-bidding with re-advertisement and /or posting (**IRR Section 21.2**). Alternatively, the DPWH may enter into a negotiated procurement with a legally, technically, and financially capable consultant (**IRR Section 35.3**). However, if the DPWH resorts to negotiated procurement, the ABC cannot be increased by more than twenty percent (20%) of the ABC for the last failed bidding (**IRR Section 53.1.1**).

#### **5.4.9 Responsibilities of Shortlisted Consultant**

A shortlisted consultant must be responsible for:

- a. having taken steps to carefully examine all of the **BDs**;
- b. having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- c. having made an estimate of the facilities available and needed for the contract to be bid, if any;
- d. having complied with its responsibility under **IRR Section 22.5.3**, to inquire and secure Supplemental/Bid Bulletins (Addenda) that may be issued by the BAC.
- e. ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- f. ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- g. authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- h. ensuring that the signatory is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- i. complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019;
- j. complying with existing labor laws and standards, if applicable;

- k. ensuring that it 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; and
- l. becoming familiar with all existing Philippine laws, ordinances, and regulations that may affect the contract in any way.

## **5.5 STEP 4: CALL A PRE-BID CONFERENCE AND, IF NECESSARY, ISSUE SUPPLEMENTAL/BID BULLETINS**

### **5.5.1 Legal Reference**

**IRR Section 22** specifies the rules in relation to the conduct of a Pre-Bid Conference.

### **5.5.2 Pre-Bid Conference (PBC)**

The PBC is the initial forum where the representatives of the DPWH Procuring Entity and the prospective bidders shall discuss, clarify and explain the different aspects of the procurement at hand. These include, among other things, the eligibility requirements and technical and financial components of the contract to be bid, including questions and clarifications raised by prospective bidders before and during the PBC (**IRR Section 22.3**). Any statement made at the PBC, however, should not modify the terms of the **BDs**, unless such statement is specifically identified in writing as an amendment of the **BDs** and issued as a Bid Bulletin or Addendum (**IRR Sec. 22.4**).

It is important that responsible and knowledgeable officials attend the conference. The persons who actually formulated the Terms of Reference for the project should be present among those representing the DPWH. Shortlisted consultants, on the other hand, should be encouraged to send representatives who are legally and technically knowledgeable about the requirements of the procurement at hand. It is also important that the shortlisted consultants be given ample time to review the **BDs** prior to the PBC.

A PBC must be held for every contract with an ABC of at least PhP 1 million). For a contract with an ABC of less than PhP1 million, a PBC may be conducted at the discretion of the BAC. The BAC may also decide to hold a PBC upon the written request of a prospective bidder (**IRR Section 22.1**).

The PBC must 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 PBC shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids (**IRR Section 22.2**).

The following shall attend the PBC:

- a. BAC Members

- b. BAC Secretariat
- c. TWG members
- d. Observers
- e. End-User Unit/IU
- f. Technical experts on the consulting services to be procured
- g. Shortlisted consultants.

Shortlisted consultants may or may not attend the PBC (**IRR Section 22.3**).

The BAC, BAC Secretariat, TWG, and other officials involved in procurement are expected to act in an impartial, courteous and professional manner in all their dealings and interactions with the bidders during all stages of the procurement, including the PBC. The bidders' representatives are likewise enjoined to adopt the same professional manner in their dealings with the above mentioned officials. Communications between the parties must, as much as possible, be made in writing, except during the PBC when verbal clarifications may be allowed. However, any statement made at the PBC would not modify the terms of the **BDs**, unless such statement is specifically identified in writing as an amendment of the **BDs** and issued as a supplemental/bid bulletin.

The following events need to take place in the PBC (**IRR Section 22.4**):

- a. The presentation by the BAC of the technical requirements as well as the technical and financial components of the contract to be bid, the evaluation procedure, evaluation criteria, and possible causes of failure of the bidding.
- b. The recording by the BAC Secretariat of the proceedings of the PBC.

As required in **IRR Section 22.4**, the BAC Secretariat shall record and prepare the minutes of the PBC not later than five (5) calendar days after the PBC. Not later than five (5) days after a written request, the BAC Secretariat shall make the minutes available to prospective bidders. The BAC Secretariat shall also post the BAC minutes on the DPWH website.

### **5.5.3 Bid Bulletins**

The BAC may issue a Supplemental Bulletin to amend provisions of the Bidding Documents (**BDs**), using **Form DPWH-CONSL-20**, at least seven (7) calendar days before the deadline for the receipt of bids (**IRR Section 22.5.1**).

The BAC may also issue, using **Form DPWH-CONSL-21**, a Bid Bulletin to clarify any provision of the BDs in response to a request or query from prospective bidders, provided that this request or query is in writing, and is submitted to the BAC at least ten (10) calendar days before the deadline for the receipt of bids (**IRR Section 22.5.1**). The BAC may, at its own initiative, also issue a Bid Bulletin to clarify any provision of the **BDs**. In all cases, the Bid

Bulletin shall be issued at least seven (7) calendar days before the deadline for the receipt of bids. (**IRR Section 22.5.2**).

The BAC should also post all Supplemental/Bid Bulletins on the websites of the DPWH and the PhilGEPS within the same timetable. It will be the eligible bidders' responsibility to ask for, and secure, these bulletins (**IRR Section 22.5.3**).

A Supplemental/Bid Bulletin must contain a brief but comprehensive and accurate summary of the issue or issues that it wishes to address. If an eligible bidder raised the issue addressed by the bulletin, then the issue must contain a summary of that bidder's request for clarification and/or interpretation, without identifying the eligible bidder.

Bidders who have submitted bids before a Supplemental/Bid bulletin is issued have to be informed in writing and allowed to modify or withdraw their respective bids (**IRR Section 22.5.3**).

If the Supplemental/Bid Bulletin is being issued upon the initiative of the BAC, the following steps are followed:

- a. The BAC Secretariat and/or the TWG shall draft the Supplemental/Bid Bulletin for approval by the BAC.
- b. The BAC shall approve the Supplemental/Bid Bulletin and the BAC Chairman shall sign it.
- c. The BAC Secretariat shall send copies of the Supplemental/Bid Bulletin to all shortlisted consultants who have properly secured or purchased the **BIDs**, at least seven (7) calendar days before the deadline for the submission and receipt of bids.
- d. The BAC Secretariat shall post the Supplemental/Bid Bulletin at the websites of, the DPWH and PhilGEPS, within the same period prescribed in item c above.

If the Bid bulletin is being issued in response to a request for clarification submitted by a shortlisted consultant, on the other hand, the process goes as follows:

- a. The shortlisted consultant shall submit to the BAC, through the BAC Secretariat, a written request for clarification, within the period prescribed above.
- b. The BAC shall direct the BAC Secretariat and/or the TWG to study the request for clarification.
- c. The TWG, BAC and BAC Secretariat shall perform the steps undertaken in the issuance of the Bid bulletin issued at the initiative of the BAC.

#### **5.5.4 Procedure for PBC under Electronic Bidding**

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall observe following procedure with regard to the **PBC**:

- a. For contracts to be bid where the conduct of PBC is required under Section 22 of RA 9184-IRR (Section 5.5 of this Manual Volume III), the same procedure governing the manual method will also apply.
- b. A Procuring Entity with videoconferencing capabilities may conduct its PBC conferences electronically, provided that its Registered Merchants shall also have similar capabilities and facilities.
- c. During the conduct of the PBC, Registered Merchants may send requests for clarification through the PhilGEPS online facility, which shall be read during the meeting and shall form part of the minutes, unless the Procuring Entity has previously decided that only those who have purchased the Bidding Documents shall be allowed to participate in the PBC and raise or submit written queries or clarifications.
- d. The minutes of the PBC shall be recorded as an electronic document made electronically available to all participating Registered Merchants through the PhilGEPS Electronic Bulletin Board not later than three (3) calendar days after the PBC.
- e. Requests for clarification(s) on any part of the **BDs** or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity, either electronically through the PhilGEPS or otherwise, at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- f. Only Bid Bulletins/Supplements approved by the Bid Notice Approver shall be posted in the PhilGEPS at least seven (7) calendar days before the deadline for the submission and receipt of bids. The PhilGEPS shall automatically notify through e-mail all Registered Merchants who have downloaded the bidding documents and paid the **BDs** Fee.

## **5.6 STEP 5: RECEIVE AND OPEN TECHNICAL AND FINANCIAL PROPOSALS**

### **5.6.1 Legal Reference**

IRR Sections 25 to 31 specify the rules in relation to the submission and receipt of bids.

### **5.6.2 Receipt of Bids (Technical and Financial Proposals)**

As mentioned above, the BAC shall invite shortlisted consultants to submit bids for the contract through the Notice of Shortlisting and Request for RFP.

The shortlisted consultant's Bid shall have two components - viz., Technical Proposal and Financial Proposal. The components of the Technical and Financial Proposals are given in Sections 4.2.7-b and 4.2.7-c, respectively.

Bidders shall submit their bids through their duly authorized representative using the forms specified in **ANNEX IIIA-11: Bidding Forms - viz., Technical Proposal Forms DPWH-CONSL-22(TPF1) to DPWH-CONSL-28(TPF8) and Financial Proposal Forms DPWH-CONSL-30(FPF1) to DPWH-CONSL-34(FPF5)** - in two (2) separate sealed bid envelopes to

be submitted simultaneously. The first envelope shall contain the Technical Proposal, and the second shall contain the Financial Proposal.

Both envelopes must be labeled with the name of the contract to be bid and the name of the bidder in capital letters, addressed to the Chairperson of the BAC for Consulting Services. The bidder shall mark the two (2) envelopes: “Do not open before (date and time of opening of bids).” Both envelopes shall then be put in an outer envelope, which shall be sealed and addressed to the Chairperson of the BAC for Consulting Services. The Financial Proposal shall also be marked with a warning: “Do not open with the Technical Proposal.” This outer envelope must be marked as specified in the **ITB (IRR Section 25.1)**.

Bids submitted after the specified deadline shall not be received or accepted by the BAC (**IRR Section 25.5**).

### **5.6.3 Receipt of Bids under Electronic Bidding**

In case the Procuring Entity adopts Electronic Bidding pursuant to GPPB Resolution No. 23-2013, the following procedure shall be observed with regard to the submission and receipt of bids:

- a. On-line Bidders may submit their eligibility requirements to the Procuring Entity through the e-bidding facility of PhilGEPS.
- b. Joint Ventures
  - (1) In case of joint venture, each partner of the joint venture must: (i) be registered in the PhilGEPS, (ii) secure Certified Membership Status, and (iii) electronically send its respective eligibility documents.
  - (2) The joint venture partners must identify and designate the Primary and Secondary Partner(s).
  - (3) Before the PhilGEPS will accept submissions of Technical and Financial Proposals from the Primary Partner, there must be a confirmation from the Secondary Partner(s) as to existence of, or agreement to enter into, a joint venture.
  - (4) Upon Confirmation, the Primary Partner shall be required by the PhilGEPS to upload the Joint Venture Agreement or a duly notarized statement.
- c. With regard to the requirement for a Bid Security as part of the Technical Proposal under Section 4.2.7b above, the following guidelines shall be observed:
  - (1) On-line bidders may submit the Bid Security in cash through the PhilGEPS electronic payment facility.
  - (2) In case of other forms of Bid Security, the on-line bidder shall prepare and submit a scanned copy of the Bid Security together with the electronic bid. However, the original Bid Security must be submitted to the BAC concerned before the end of business hours on the day of bid submission, a failure of which shall automatically render the bid submission as non-compliant.

- (3) If the on-line bidder sends the original Bid security through registered mail or private courier, the indicated date of receipt by the postal service or private courier shall be considered as the date of submission to the BAC concerned, without prejudice to any verifications during post-qualification.
- d. On-line Bidders, or the Primary Partner in the case of Joint Ventures, shall electronically submit their bids through the Bidder's On-line Nominee, at any time before the closing date and time specified in the **BDs**.
  - e. The actual time of bid submission of an On-line Bidder shall be the time indicated on the PhilGEPS Server when the bidder clicks the "Submit" button which shall be automatically recorded by the PhilGEPS. Upon receipt of a bid, the PhilGEPS shall automatically generate a bid receipt page that can be printed by the on-line bidder. This contains the recorded "submission time" which shall be considered as the Official Submission Time of the bidder.
  - f. An On-line Bidder may modify its bid at any time before the closing date and time for the submission and receipt of bids.
  - g. An On-line Bidder may withdraw its bid before the deadline for the submission and receipt of bids.
  - h. The PhilGEPS shall bar all incoming bids after the closing date and time.

#### **5.6.4 Methodology for Opening and Preliminary Examination of Bids**

Only bids from shortlisted bidders shall be opened and considered for award of contract. These shortlisted bidders, whether single entities or JVs, should confirm in their bids that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.

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 of bids on the next working day or at the soonest possible time through the issuance of a bid bulletin to be posted in the DPWH and PhilGEPS websites.

The following steps shall be undertaken in the receipt, opening and preliminary examination of bids:

- a. Shortlisted consultants shall submit their bids through their respective authorized managing officers or representatives (**IRR Section 25.1**) in two separate sealed bid envelopes.
- b. The BAC shall immediately convene on the Bid Submission /Opening Date. The presence of the majority of the BAC members shall constitute a quorum, provided that the chairperson or the vice chairperson is present.
- c. The BAC shall then proceed with the opening and preliminary examination of bids in public, following the same procedure as the Eligibility Check. For each bid, the BAC

shall open the Technical Envelopes of shortlisted consultants to determine each one's compliance with the required documents for the Technical Proposal component of the bid. The BAC shall check the submitted documents of each bidder against a checklist of required documents – using **Form DPWH-CONSL-35** - to ascertain if they are all present in the Technical Proposal envelope, using non-discretionary “pass/fail” criteria (**IRR Section 30.1**). Normally, the opening of the technical envelope starts about thirty (30) minutes after the deadline for the submission and receipt of bids.

The order of opening of documents is as follows:

- (1) Letters of shortlisted consultants that decide not to participate.
  - (2) Letters of shortlisted consultants that decide to withdraw the bids which they have submitted earlier than the deadline.
  - (3) Letters of shortlisted consultants that decide to modify the bids submitted earlier than the deadline, followed by the opening of their technical envelopes.
  - (4) Technical Proposal envelopes of shortlisted consultants that have submitted bids on the deadline itself.
- d. In case one or more of the required documents is missing, incomplete, or patently insufficient, it must rate the bid concerned as “failed.” Otherwise, it shall rate the said first bid envelope as “passed”. For a document to be deemed “complete” and “sufficient”, it must be complete on its face, that is, contain all the information required, and must comply with the requirements set out in the **BDs**. Another example of an insufficient submission is a Bid Security in an amount below the requirement.

A document that is not signed and/or not notarized shall be considered a patently insufficient submission. If the requirement is for the audited financial statements (AFSs) or the income tax returns (ITRs) for three immediately preceding years, and the bidder submits its AFS or ITR for the past two years only, such shall be considered an incomplete submission.

- e. All members of the BAC, or their duly authorized representatives, who are present during bids opening shall initial every page of the original copies of all bids received and opened (**IRR Section 29**).
- f. All technical envelopes must be resealed. Those rated “passed” will be secured in preparation for the detailed technical evaluation (which normally starts the following day). Those rated “failed” will be secured for purposes of potential filing of motion for reconsideration.
- g. The financial envelopes of all shortlisted consultants must remain sealed and secured.
- h. The BAC Secretariat shall record the proceedings using an electronic audio/video recorder. The minutes of the bid opening should be prepared within three (3) calendar days after the bid opening date, so that copies thereof could immediately be sent to the BAC members, Observers, Bidders and other interested parties. Copies of the minutes

shall also be made available to the public upon written request and payment of a specified fee to recover cost of materials.

### **5.6.5 Modification of Bids/Proposals**

A shortlisted consultant may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. If such a consultant modifies its bid, it shall not be allowed to retrieve its original bid, but shall only be allowed to send another bid equally sealed, properly identified, linked or related to its original bid and marked as a “MODIFICATION” of the original, and stamped “RECEIVED” by the BAC. Bid modifications received after the applicable deadline will not be considered and must be returned to the consultant unopened (**IRR Section 26.1**). Any discount should form part of the bid submission in the Financial Proposal envelope. A shortlisted consultant may, through a letter, withdraw its bid before the deadline for the receipt of bids. Withdrawal of bids after the applicable deadline must be subject to appropriate sanctions as prescribed in the IRR. A shortlisted consultant may also express its intention not to participate in the bidding through a letter which should reach and be stamped “RECEIVED” by the BAC before the deadline for the receipt of bids. A consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract (**IRR Section 26.2**). Moreover, a consultant that withdraws its bid without any justifiable cause therefor shall be subject to the administrative sanctions provided in **Section 69.1 of the IRR**. A shortlisted consultant that withdraws its bid prior to the deadline for submission of bids, for a justifiable cause, shall not forfeit its Bid Security.

The shortlisted consultant that has failed to comply with any of the Technical Proposal requirements of the Bid will be disqualified by the BAC. Similar to ineligible bidders, it may file a written request for reconsideration within three (3) calendar days from the receipt of the communication regarding its bid’s deficiency.

In case a bidder is determined to have failed in the first envelope, which contains the Technical Proposal, and it signifies its intention to file for a request for reconsideration, the BAC must hold this bidder’s second envelope unopened until the request for reconsideration has been resolved.

If no shortlisted consultant passes the preliminary examination of bids, there is a failure of bidding and the BAC should declare such a failure. All prospective bidders are declared ineligible (**IRR Section 35.1.b**). As with other failures of bidding, the BAC must then review the terms and conditions stated in the RFP, changing any of such terms and conditions if needed. Based on its findings, the BAC shall revise the terms, conditions, and specifications and if necessary, adjust the ABC, subject to the required approvals, and conduct a re-bidding with re-advertisement and/or posting, as provided for in Section 21.2 of the IRR (**IRR Section 35.3**).

If a second failure of bidding occurs, the DPWH finds that there is a need to evaluate the responsiveness of the ABC, and decides to revise the ABC accordingly, the DPWH shall conduct another public bidding with re-advertisement and/or posting. Should there occur a second failure of bidding, the DPWH may resort to negotiated procurement, as provided in Section 53.1 of the IRR and discussed in Section 6.3.3 of this Manual Volume III (**IRR Section 35.5**).

### **5.6.6 Lone Bidder**

Even if only one shortlisted consultant submits a bid envelope, the bidding process shall continue. If its bid is found to be responsive to the bidding requirements, its bid will be declared as a SRRB and considered for contract award (**IRR Section 36 c**).

### **5.6.7 No Bidder**

If no shortlisted bidder submits a bid, the BAC should declare the bidding a failure and shall issue a Resolution to that effect. To determine the reason for the failed bidding, the BAC shall conduct a mandatory review and evaluation of the Terms of Reference (TOR), ABC, and other provisions of the **BDs**. Based on its findings, the BAC shall, as necessary, revise the said TOR and other provisions of the **BDs**, and adjust the ABC, subject to the required approvals, and conduct a re-bidding with re-advertisement and/or posting, as provided in **Section 21.2 of the IRR (IRR Section 35.2 and 35.3)**. All bidders that have initially responded to the **REOI** in the first bidding shall be allowed to submit new bids. Should a second failure of bidding occur, the BAC shall again review and, as necessary, revise the TOR, ABC, and other provisions of the Bidding Documents, and conduct another public bidding with re-advertisement and/or posting. Alternatively, the Procuring Entity may enter into a negotiated procurement with a legally, technically, and financially capable consultant in accordance with Section 6.3.3 of this Manual Volume III (**IRR Sections 35.4 and 35.5**). However, if the DPWH resorts to negotiated procurement, the ABC cannot be increased by more than twenty percent (20%) of the ABC for the last failed bidding (**IRR Section 53.1.1**).

### **5.6.8 Opening and Preliminary Examination of Bids under Electronic Bidding**

In case the Procuring Entity adopts Electronic Bidding pursuant to GPPB Resolution No. 23-2013, the following procedure shall be observed with regard to the opening and preliminary examination of bids:

- a. Upon receipt of manually-filed bids, the Bid Opener, before the Bid Opening, but immediately after the deadline for submission of bids, shall record and input into the PhilGEPS E-bidding module the date and time each of the bid was manually received, including the name of the bidder's authorized representative.
- b. The BAC shall open the bids immediately after the deadline for submission and receipt of bids on the bid opening date.
- c. Before the decryption of electronic bids, the Bid Opener must first log in to the PhilGEPS and only then can BAC members input their respective USER IDs and PASSWORDS, provided however, that PhilGEPS decryption will not take place unless all the members present and logging in constitute quorum.
- d. The Bid Opener shall publicly open the first bid envelopes of bidders who submitted bids manually to determine each bidder's compliance with the documents required to be submitted for eligibility, that is, legal, technical and financial eligibility documents; and for the technical requirements. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents 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 bidder “passed” in relation to the eligibility and technical documents in the first envelope.

- e. After all the manually submitted first envelopes of bidders were opened, and the results and findings were encoded in the PhilGEPS Preliminary Examination Report facility, the Bid Opener shall thereafter proceed to decrypt the electronic First Bid Envelopes submitted by the On-line Bidders to determine each bidder’s compliance with the required eligibility and technical documents following the steps and procedures outlined in Section 5.6.8d above. Thereafter, the Bid Opener shall input the findings and results into the PhilGEPS’ Preliminary Examination Report facility.
- f. Immediately after determining compliance with the requirements in the first envelope, the Bid Opener shall forthwith open the manually submitted second bid envelope of each eligible bidder whose first bid envelope was rated “passed.” The second envelope of each complying bidder shall be opened within the same day.
- g. After all the manually submitted second envelopes of bidders were opened, and the results and findings were encoded in the PhilGEPS Preliminary Examination Report facility, the Bid Opener shall thereafter proceed to decrypt the electronic Second Bid Envelopes of each On-line Bidders whose electronic first bid envelope was rated “passed” to determine each bidder’s compliance with the required financial documents following the steps and procedures outlined in Section 5.6.8f above.
- h. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as “failed”. The Bid Opener shall then input the findings and results into the PhilGEPS’ Preliminary Examination Report facility.
- i. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- j. The PhilGEPS shall automatically send an electronic mail to all bidders who failed in the preliminary examination of the first and/or second envelope.

## **5.7 STEP 6: EVALUATE BIDS/PROPOSALS**

### **5.7.1 Legal Reference**

**IRR Section 33** specifies the rules in relation to bid evaluation.

### **5.7.2 Methods of Evaluation of Bids/Proposals**

As discussed in Section 3.6 of this Manual Volume III, there are two methods of evaluating bids/proposals through the competitive bidding:

- a. Quality Based Evaluation (QBE) - considers only the Technical Proposals in the ranking of consultants.

- b. Quality-Cost Based Evaluation (QCBE) - considers both the Technical and Financial Proposals in the ranking of consultants.

### **5.7.3 Methodology for Evaluation of Technical Proposals**

The BAC shall evaluate each Technical Proposal based on the criteria discussed in Section 4.2.7-d of this Manual Volume, and using **Form DPWH-CONSL-36**.

- a. Evaluation of Experience of the Firm (item 1 of Table 11)

The BAC shall evaluate and rate each bidder firm or its proposed Project Manager/Team Leader for Experience of the Firm in accordance with the schedule of points in item 1 of Table 7, with a maximum of 10 points.

- b. Evaluation of Qualifications of Key Personnel for the Project (item 2 of Table 11)

(1) The BAC shall evaluate the Qualifications of the Key Personnel proposed by the bidder for the contract at hand, using the criteria in item 2 of Table 11 and the weights of the key personnel provided in Section 4.2.7.

(2) The BAC shall evaluate each key personnel in terms of the requirements of the two sub-criteria – viz., 2.1 Education and 2.2 Experience – as indicated in Tables 11 and 16.

(3) The BAC shall evaluate and compute the “unweighted” ratings of each personnel using the points system for the two sub-criteria of 2.1 Education and 2.2 Experience as indicated in Tables 11 and 16. Unweighted ratings mean the raw scores of each personnel using the points system in items 2.1 and 2.2 of Table 11 before applying his weight as indicated in Section 4.2.7. For each personnel, the unweighted rating for Education shall not exceed 20 points, and the unweighted rating for Experience shall not exceed 50 points.

(4) The Total Unweighted Rating for Qualifications of Each Personnel shall be obtained by adding his unweighted ratings for sub-criteria 2.1 and 2.2 of Table 11.

(5) The Total Rating for Qualifications of All Key Personnel shall be the sum of the (Total Unweighted Rating of each key personnel multiplied by his respective weight based on Section 4.2.7 above) for all key personnel.

(6) For complex projects where the Procuring Entity has set in the **BDS** an Individual Minimum or Passing Rating for the qualifications of each key personnel of 60 points in criterion no. 2 (out of the possible maximum of 70 points), as stated in Section 4.2.7 of this Manual Volume III. The BAC shall take note of any key personnel who obtains an Individual Rating for personnel qualifications below 60 points. The BAC shall require the winning firm (i.e., the firm with the HRB) to replace each of such personnel with an individual who meets the Minimum Passing Rating of 60 points, as a condition for contract award.

- d. Evaluation of Proposed Methodology, Work Plan and Organization

- (1) This criterion should emphasize the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of the interpretation of project problems, risks and the suggested solutions.
- (2) This criterion shall be divided into three sub-criteria.

(a) Approach or Methodology – maximum points of 12.

This involves the bidder's understanding the objectives of the proposed Consulting Services, the significance of the services/assignments to achieve these objectives, and the relationship of the services to the desired outputs.

The bidder should discuss the technical approach, methodology and procedures to be used in performing the services in accordance with the TOR, e.g., traffic/market demand surveys, preliminary engineering design, evaluation of economic, social, and environmental feasibility and impact

The BAC shall determine the rating of the bidder for this sub-criterion of Approach and Methodology in accordance with the schedule of points shown in item 3.1 of Table 11.

(b) Work Plan – maximum of 5 points

The work plan shall comply with the mandatory requirements, with no omission, as to how the components of the Services shall be carried out as outlined in the TOR. The work plan, including the schedule of activities and outputs, shall be consistent with the TOR and the proposed approach and methodology.

The BAC shall determine the consultant's rating for the sub-criterion of Work Plan in accordance with the schedule shown in item 3.2 of Table 11.

(c) Organization and Staffing – maximum of 3 points

This should show the completeness of the bidder's team and staffing to meet the services required under the TOR, including the respective responsibilities of the personnel and their schedule of assignment.

The BAC shall determine the consultant's rating for the sub-criterion of Organization and Staffing in accordance with the schedule shown in item 3.3 of Table 11.

- (3) The Total Rating of each bidder for the Criterion of Proposed Methodology, Work Plan and Organization shall be the sum of the ratings for the three sub-criteria stated above.

e. Calculation of Total Technical Rating

The Total Rating of the bidder's Technical Proposal shall be the sum of the following:

- (1) Total Rating for Criterion **a** (Experience of Firm).
  - (2) Total Rating for Criterion **b** (Qualifications of Key Personnel).
  - (3) Total Rating for Criterion **c** (Proposed Methodology, Work Plan and Organization).
- f. To qualify for further evaluation, the bidder's Total Technical Rating must at least be equal to the following required Minimum or Passing Technical Ratings, in accordance with DO 07, series of 2015:
- (1) For QBE: 75%
  - (2) For QCBE: 70% for FS, 75% for DED and CS. For other types of consulting services, the BAC shall set, in consultation with the Implementing Unit concerned, the required Minimum or Passing Technical Rating appropriate to the nature and complexity of the services as indicated in the **BDS**.

#### 5.7.4 Individual or Collegial Technical Rating

Whether QBE or QCBE method is applied, the Technical Proposals shall be rated numerically. This shall be done using either Individual or Collegial Rating system.

##### a. Individual Rating

In the Individual Rating system, each BAC Member shall assign numerical ratings to each Technical Proposal in accordance with the criteria and methodology discussed in Section 5.7.3. There are two alternative methods in doing this rating, which shall be stated in the Bidding Documents:

- (1) Alternative A. The Individual Ratings by the BAC Members shall be tabulated, and then the highest and lowest ratings given to each firm shall be disregarded. The latter step is done to eliminate any bias in evaluating and rating the Technical Proposals. The average of all remaining ratings for each firm shall then be calculated (**IRR Section 33.2.3**).

This method is illustrated in Table 22, where the highest and lowest ratings (as highlighted) for each firm are disregarded in calculating the average rating of Technical Proposals.

**Table 22. Evaluation Disregarding Highest and Lowest Ratings**

<b>Evaluators</b>	<b>Firm 1</b>	<b>Firm 2</b>	<b>Firm 3</b>	<b>Firm 4</b>	<b>Firm 5</b>
A	95	75	84	83	84
B	84	90	86	75	82
C	84	86	85	90	75
D	80	85	75	80	90
E	84	80	90	80	83
<b>Average</b>	<b>84.00</b>	<b>83.67</b>	<b>85.00</b>	<b>81.00</b>	<b>83.00</b>
<b>Rank</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>5</b>	<b>4</b>

- (2) Alternative B. The Individual Ratings by each BAC Member for each firm are all considered (i.e., without disregarding any rating), and the average rating for the firm is obtained. Unless otherwise provided in the **BDS**, the DPWH shall use this method because the Department has adopted a numerical rating system which quantifies, to a great extent, the criteria for the evaluation of the Technical Proposals, as embodied in DO 07, series of 2015, thereby considerably reducing the opportunities for using discretion or subjectivity in rating the firms.

This method is illustrated in Table 23.

**Table 23. Evaluation Considering Highest and Lowest Ratings**

<b>Evaluators</b>	<b>Firm 1</b>	<b>Firm 2</b>	<b>Firm 3</b>	<b>Firm 4</b>	<b>Firm 5</b>
A	83	85	87	78	80
B	84	87	86	75	82
C	84	86	85	80	79
D	81	85	88	77	81
E	82	84	84	81	83
<b>Average</b>	<b>82.8</b>	<b>85.4</b>	<b>86.0</b>	<b>78.2</b>	<b>81.0</b>
<b>Rank</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>5</b>	<b>4</b>

**b. Collegial Rating**

Under this system, the BAC members shall, as a group, evaluate and rate each of the Technical Proposals, using the prescribed criteria and rating system. The rating obtained by each proposal shall be the consensus of the BAC members involved in the evaluation.

**5.7.5 Determination of the Highest Rated Bid (HRB)**

The purpose of bids evaluation is to determine the Highest Rated Bid (HRB). This bid shall be subject to post-qualification to validate its eligibility and bid requirements. Once post-qualified, it is designated as the Highest Rated Responsive Bid (HRRB) and then awarded the contract (**IRR Section 33.2**).

The HRB shall be determined in accordance with the following process (**IRR Section 33.2.1**):

- a. The detailed evaluation of the bids of the shortlisted consultants using numerical ratings based on either the QBE or the QCBE procedure.
- b. The ranking of the bidders based on the numerical ratings in item a above, from the highest to the lowest.

The BAC shall determine the HRB in accordance with Section 3.7.6 for QBE and Section 3.7.8 for QCBE.

**5.7.6 Methodology for Quality Based Evaluation (QBE)**

The following steps shall be followed under the QBE procedure (**IRR Section 33.2.1.a**):

- a. The BAC shall evaluate the Technical Proposal based upon the set criteria.

- b. The BAC shall rank the consultants in descending order based upon the numerical ratings of their Technical Proposals, and shall identify the HRB, which must pass the required Minimum Technical Rating of 75 points out of 100 points (or a score of 75%).
- c. The BAC shall submit the results of the evaluation, including the rankings and the consultant with the HRB, through a Resolution recommending the HRB, using **Form CONSL-37**, to the HoPE, who shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of such results.
- d. If the HoPE disapproves the BAC recommendations, he shall inform the same of its disapproval and the reasons for it, and shall instruct the BAC on the subsequent steps to be adopted.
- e. If the HoPE approves the recommendations of the BAC, within seven (7) days of the approval of its recommendations, the BAC shall, using **Form CONSL-38**, invite the consultant with the HRB for the opening of its Financial Proposal and for financial negotiations.
- f. In its letter of invitation, the BAC shall inform the consultant of the items that the BAC may wish to be clarified on during negotiations (**IRR Section 33.2.5**).

### **5.7.7 Opening of Financial Proposals**

For contracts awarded using the QBE procedure, the Financial Proposal of the consultant with the HRB shall be opened in the presence of the bidder during the negotiation stage – normally during the first day of the negotiations.

For contracts awarded using the QCBE procedure, the Financial Proposals of all consultants whose Technical Proposals meet the minimum technical rating shall be opened during the bid evaluation stage, which is earlier than the negotiation stage.

### **5.7.8 Methodology for Quality-Cost Based Evaluation (QCBE)**

The following steps are followed under the QCBE procedure (**IRR Section 33.2.1.b**):

- a. The BAC shall evaluate the Technical Proposals of all shortlisted consultants that submitted bids.
- b. The BAC shall rank all the Technical Proposals, noting those that have earned ratings above the required Passing Technical Rating indicated in Table 12 and those that have not.
- c. The BAC shall send a formal letter to all consultants whose Technical Proposals earned ratings below the required Passing Technical Rating, informing them of their failure to qualify and returning to them their Financial Proposals unopened, using **Form CONSL-39**.
- d. The BAC shall, using **Form CONSL-40**, send a formal letter to all consultants whose Technical Proposals earned at least the required Passing Technical Rating, informing

them thereof and of the date, time, and venue of the opening of the Financial Proposals. The methodology to be used in the evaluation of the Financial Proposal shall be described in the ITB.

- e. On the day, time and venue set, the BAC shall open the Financial Proposals of the qualified consultants in public, and record the proposed prices of each qualified consultant. If the proposed price exceeds the ABC, the bidder will be disqualified.
- f. The BAC shall review each Financial Proposal, check for its completeness, correct any arithmetical errors, and correct the recorded proposed prices, if warranted.
- g. The BAC shall disqualify a consultant if:
  - (1) it provides for a required item but does not indicate a price for it and is thus deemed as non-compliant, except that if it specifies a “0” (zero) or a “-” (dash) for the said item, it would be deemed as having offered the item for free to the government, and
  - (2) its corrected price exceeds the ABC.
- h. The BAC shall compute the ratings of each Financial Proposal in the following manner:
  - (1) The consultant with the lowest price gets 100 points.
  - (2) The scores of the other consultants will be computed using the formula:

$$R_f = 100 \times F_l/F$$

where  $R_f$  is the Financial Rating of the bidder under consideration,  $F_l$  is the cost of the lowest Financial Proposal (among the bidders) and  $F$  is the cost of the Financial Proposal of the bidder under consideration.

*Example:*

**Table 24. Example of Rating of Financial Proposals**

Firm	Cost of Financial Proposal (PhP)	Financial Rating (Rf)
1	1,200,000	$1,000,000/1,200,000 = 83.33$ pts
2	1,000,000	$1,000,000/1,000,000 = 100.00$ pts
3	1,500,000	$1,000,000/1,500,000 = 66.67$ pts
4	1,150,000	$1,000,000/1,150,000 = 86.96$ pts
5	1,300,000	$1,000,000/1,300,000 = 76.92$ pts

Steps may vary for foreign-assisted projects, and so reference should be made to the appropriate standard bidding documents for the project.

- i. The BAC shall use the weights of the Financial and Technical Proposals prescribed in DO 07, series of 2015, as shown in Table 17 and indicated in the Bidding Documents.

**Table 25. Minimum or Passing Technical Scores and Weights for QCBE**

Type of Consulting Services	Passing	Weights
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	Technical Score	Quality (Technical Proposal)	Cost (Financial Proposal)	Total
Feasibility Study	70%	70%	30%	100%
Detailed Engineering Design	70%	65%	35%	100%
Construction Supervision	75%	60%	40%	100%
Others – to be determined by the BAC		60%-70% to be set by the BAC in the BDs	30%-40% to be set by the BAC in the BDs	100%

- j. The BAC shall multiply the average rating of each qualified consultant's Technical Proposal with the percentage weight of Technical Proposals. It shall also multiply the rating earned by each consultant's Financial Proposal with the percentage weight of Financial Proposals. The sum of the resulting products shall be the Total Rating of the consultant.

The formula is as follows:

$$TR = (Rt)(T\%) + (Rf)(F\%)$$

where:

TR is the Total Rating;

Rt is the Technical Rating;

Rf is the Financial Rating;

T is the weight given to the Technical Proposal; and

F is the weight given to the Financial Proposal.

**Example:**

Weight of Technical Proposal = 70%

Weight of Financial Proposal = 30%

**Table 26. Example of Overall QCBE Ratings**

Firm	Technical Rating	Weighted Technical Rating	Financial Rating	Weighted Financial Rating	Total Rating	Rank
1	84.00	84.00x70%= 58.80	83.33	83.33x30%= 24.99	83.79	2
2	83.67	83.67x70%= 58.57	100.00	100.00x30%= 30.00	88.57	1
3	85.00	85.00x70%= 59.50	66.67	66.67 x 30%= 20.00	79.50	5
4	81.00	81.00x70%= 56.70	86.96	86.96 x 30%= 26.08	82.78	3
5	83.00	83.00x70%= 58.10	76.92	76.92 x 30%= 23.08	81.18	4

- k. The BAC shall rank the consultants in the descending order of their Total Ratings, using **Form DPWH-CONSL-41**.
- l. The BAC shall then declare the consultant obtaining the highest Total Rating as the bidder with the HRB (**IRR Section 33.2.1.b.ii**).
- m. The BAC shall submit the results of its evaluation to the HoPE, through a Resolution declaring the Bidder with the HRB, and recommending the approval of such declaration and the commencement of negotiations with that Bidder, using **Form CONSL-42**.
- n. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receiving these from the BAC.

- o. If the HoPE disapproves the recommendation, he shall state the reasons for the disapproval and instruct the BAC on the subsequent steps to be adopted. If the HoPE approves the recommendations, the BAC shall furnish all participating shortlisted consultants with the results of its evaluation –i.e., ranking and total ratings. The BAC shall also post the results in the websites of the DPWH and PhilGEPS for a period of not less than two (2) weeks.

### **5.7.9 Procedure for Detailed Evaluation of Bids through Electronic Bidding**

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall apply the manual procedure for the detailed evaluation of bids prescribed under Section 5.7.8 above. In addition, the Procuring Entity shall observe the following guidelines:

- a. After conducting the detailed evaluation of all bids using non-discretionary criterion, the Bid Opener shall input and record the results of the evaluation into the PhilGEPS' Evaluation Summary Report facility.
- b. The PhilGEPS shall automatically rank the bidders in descending order based on their Total Ratings to identify the HRB as evaluated and corrected for computational errors, and other bid modifications. Bids with total calculated bid prices, as evaluated and corrected for computational errors, and other bid modifications, which exceed the ABC shall be disqualified. After all bids have been received, opened, examined, evaluated, and ranked, the system shall thereafter generate the Abstract of Bids in the form of a PhilGEPS Evaluation Summary Report.
- c. The BAC shall manually prepare a Resolution whether approving or denying the Abstract of Bids generated by the system. However, after the BAC Resolution approving the Abstract of Bids is uploaded in the PhilGEPS, an electronic message shall be automatically sent to all bidders who participated informing them that the Abstract of Bids is available for downloading.

### **5.7.10 Duration of Bids Evaluation**

The entire evaluation process, from bid opening until submission of the bid evaluation results to the HoPE, should not exceed twenty-one (21) calendar days (**IRR Section. 33.4**).

### **5.7.11 Refusal to Accept Arithmetical Corrections on Bids**

The consultant shall forfeit its Bid Security and be disqualified from participating further in the bidding process if he refuses to accept the arithmetical corrections on his bid.

### **5.7.12 No Bid Passes Minimum Technical Rating for QCBE**

If no shortlisted bidder submits a bid, the BAC should declare the bidding a failure and shall issue a Resolution to that effect. To determine the reason for the failed bidding, the BAC shall conduct a mandatory review and evaluation of the Terms of Reference (TOR), ABC, and other

provisions of the **BDs**. Based on its findings, the BAC shall, as necessary, revise the said TOR and other provisions of the **BDs**, and adjust the ABC, subject to the required approvals, and conduct a re-bidding with re-advertisement and/or posting, as provided in **Section 21.2 of the IRR (IRR Section 35.2 and 35.3)**. All bidders that have initially responded to the **REOI** in the first bidding shall be allowed to submit new bids. Should a second failure of bidding occur, the BAC shall again review and, as necessary, revise the TOR, ABC, and other provisions of the **BDs**, and conduct another public bidding with re-advertisement and/or posting.

If no bid passes the minimum technical rating for QCBE, the BAC should declare the bidding a failure and shall issue a Resolution to that effect. The BAC shall then review the Terms of Reference (TOR), ABC, and other provisions of the **BDs**. Based on its review, the BAC shall, as necessary, revise the said TOR and other provisions of the **BDs**, and adjust the ABC, subject to the required approvals, and conduct a re-bidding with re-advertisement and/or posting, as provided in **Section 21.2 of the IRR (IRR Section 35.3)**. All bidders that have initially responded to the **REOI** in the first bidding shall be allowed to submit new bids. Should a second failure of bidding occur, the BAC shall again review and, as necessary, revise the TOR, ABC, and other provisions of the **BDs**, and conduct another public bidding with re-advertisement and/or posting. Alternatively, the Procuring Entity may enter into a negotiated procurement with a legally, technically, and financially capable consultant as discussed in Section 6.3.3 of this Manual **Volume III (IRR Sections 35.3 and 53.1.1)**. If the DPWH resorts to negotiated procurement, the ABC cannot be increased by more than twenty percent (20%) of the ABC for the last failed bidding.

## **5.8 STEP 7: NEGOTIATE WITH CONSULTANT WITH HIGHEST RATED BID**

### **5.8.1 Legal Reference**

**IRR Section 33.2.5** provides the rules for the conduct of negotiations.

### **5.8.2 Coverage of Negotiations**

For contracts awarded using the **QBE** procedure, the following shall be covered during negotiations (**IRR Section 33.2.5**):

- a. Discussion and clarification of the TOR and Scope of Services, provided that if changes in the TOR become necessary, the cost of these changes shall be within the ABC.
- b. Discussion and finalization of the methodology and work program proposed by the consultant.
- b. Consideration of 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). Note that there should be no replacement of key personnel, except for justifiable reasons as may be determined by the BAC, such as death, incapacity or resignation provided that it is duly supported by relevant certificates, or any delay caused by the Procuring Entity. The BAC shall immediately consider negotiation with the next ranked consultant if unjustifiable replacement of key personnel is made (**IRR Section 33.3**).

As mentioned in Section 4.2.7, if so provided in the **BDS** for complex projects, the DPWH shall require the firm with the HRB, which has key personnel who fail to meet the Minimum or Passing Rating for personnel qualifications of 60 points, to replace those personnel with individuals with better qualifications who meet the Passing Rating for personnel qualifications.

- d. Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned.
- e. Discussion on the Financial Proposal submitted by the consultant, to arrive at the agreed Total Contract Price. If the proposed price is greater than the ABC, the bidder will be disqualified.
- f. Provisions of the contract.

For contracts awarded using the QCBE procedure, all the matters covered in the negotiations for contracts using the QBE procedure shall also be covered, except for the discussion on the Financial Proposal of the consultant. The Financial Proposal, including the proposed remuneration rates for staff and the reimbursable, shall not be negotiated since it has already been a factor in the selection of the consultant.

### **5.8.3 Duration of Negotiations**

Except for meritorious reasons, negotiations with any one consultant shall be completed within ten (10) calendar days (**IRR Sections 33.2.5**).

The End User Unit/IU, with the assistance of the BAC Secretariat, shall finalize the draft contract after the negotiations.

### **5.8.4 Failure of Negotiations with Highest Rated Bidder**

If agreement on all items discussed during negotiations under the QBE method is not possible between the BAC and the first-in-rank consultant, the BAC shall terminate negotiations and invite the next ranked consultant for negotiations. The procedure for negotiations, as described above, shall be repeated until negotiation with a consultant is successfully completed.

### **5.8.5 Failure of Negotiations with All Qualified Bidders**

If negotiations under the QBE method with all qualified bidders fail, the BAC should declare a failure of bidding. In such a case, the BAC shall issue a resolution declaring a failure of bidding. The BAC shall then review the terms and conditions stated in the **REOI**. Based on its findings, the BAC shall revise the terms, conditions, specifications, and if necessary, adjust the ABC, subject to the required approvals, and conduct a re-bidding with re-advertisement and/or posting, as provided for in Section 21.2 of the IRR (**IRR Section 35.3**). It must, thereafter, conduct a re-bidding, in the process formulating a new **REOI** and posting and publishing this as required (**IRR Section 35**). All bidders that have initially responded to the **REOI** in the first bidding shall be allowed to submit new bids. If the original estimate is found to be inadequate on reassessment to meet the objectives of the project, it may be necessary to reduce the scope of the project. Should a second failure of bidding occur and the Procuring Entity finds that there is a need to

evaluate the responsiveness of the ABC, and so decides to revise the ABC accordingly, the Procuring Entity should conduct another public bidding with re-advertisement and/or posting. Alternatively, the Procuring Entity may enter into a negotiated procurement with a legally, technically, and financially capable consultant as discussed in Section 6.3.3 (**IRR Sections 35.4**). However, if the DPWH resorts to negotiated procurement, the ABC cannot be increased by more than twenty percent (20%) of the ABC for the last failed bidding (**IRR Sections 53.1.1**).

### **5.8.6 Additional Guidelines for Negotiations**

- a. Negotiations should include discussions of the TOR, the methodology, staffing, the Procuring Entity's inputs, and special conditions of the contract. The Procuring Entity should give the consultants adequate authority to discharge their responsibilities and carry out the terms of their contract.
- b. Discussions should not substantially alter the original TOR or the terms of the contract, lest the quality of the final product, its cost, and the relevance of the initial evaluation be affected.
- c. Major reductions in work inputs should not be made solely to meet the budget.
- d. The final TOR and the agreed methodology should be incorporated in the description of services, which should form part of the contract.
- e. The selected firm should not be allowed to substitute key staff, except for any of the following reasons – death, serious illness or incapacity – which shall be supported with written certifications or affidavits. Replacement of key staff because of resignation of the original proposed key staff shall also be allowed if there is a delay by the Procuring Entity in the award of the contract of at least six (6) months after the date of bidding. The key staff proposed for substitution should have qualifications equal to or better than the key staff initially proposed.
- f. Financial negotiations should include clarification of the consultant's tax liability in the Procuring Entity's country (if any) and how this tax liability has been or would be reflected in the contract.
- g. As Lump-sum Contract payments are based on delivery of outputs, the offered price should include all costs (staff time, overhead, travel, etc.).
- h. Reimbursables are to be paid on actual expenses incurred at cost upon presentation of receipts and, therefore, are not subject to negotiations. However, if the Procuring Entity wants to define ceilings for unit prices of certain reimbursables (e.g., travel rates), it should indicate the maximum levels of those rates in the RFP or define a per diem in the RFP.
- i. If the negotiations fail to result in an acceptable contract, the Procuring Entity should terminate the negotiations and invite the next ranked firm for negotiations.
- j. Once negotiations are commenced with the next ranked firm, the Procuring Entity should not reopen the earlier negotiations.

- k. After negotiations are successfully completed, the Procuring Entity should promptly notify other firms on the short list that they were unsuccessful.

## **5.9 STEP 8: POST-QUALIFY**

### **5.9.1 Legal Reference**

**IRR Section 34** specifies the rules for post qualification.

The BAC shall conduct post-qualification to determine whether or not the consultant with the HRB is responsive to all the requirements and conditions for eligibility and the bidding for the contract, as specified in the Bidding Documents (**IRR Section 34.1**).

### **5.9.2 Documentary Requirements and Duration of Post-Qualification**

Within five (5) calendar days from receipt by the bidder of the notice from the BAC that the bidder has the Highest Rated Bid (HRB), the bidder shall submit the following documentary requirements to the BAC:

- a. Latest income and business tax returns.
- b. Other appropriate licenses and permits required by law and as stated in the RFP.

Failure to submit the above requirements on time shall disqualify the bidder for award. A finding against the veracity of such submission shall be a ground for the forfeiture of the Bid Security, subject to the imposition of administrative penalties under **Section 69 of the IRR**.

The post-qualification process must be conducted and completed within seven (7) calendar days from the date of determination of the HRB. However, in exceptional cases, the HoPE may extend the post qualification period, but the aggregate period should in no case exceed thirty (30) calendar days (**IRR Section 34.8**).

In case the bidder with the HRB fails the post-qualification, the BAC shall be given a similar fresh period to conduct the post-qualification of the bidder with the second HRB. Taking into consideration the Bid Validity Period, the BAC shall request the extension of the Bid Validity Period and the Bid Security Validity Period of the bidder with the second HRB in accordance with **Section 28.2 of the IRR**.

### **5.9.3 Methodology for Post-Qualification**

In the post-qualification, the BAC shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the HRB, using non-discretionary criteria, as stated in the Bidding Documents (**BDs**). These criteria shall consider, but shall not be limited to, the following:

- a. Legal Requirements. The BAC shall verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the bidder, including the following:
  - (1) DTI/SEC/CDA Registration as stated in the **BDs**.

- (2) Latest income and business tax returns.
  - (3) Non-inclusion in the “blacklist” of consultants provided by the DPWH and the GPPB.
- b. Technical Requirements. The BAC shall determine compliance of the consulting services offered with the requirements specified in the **B**Ds, including, where applicable, the following:
- (1) Verification and validation of the bidder’s stated competence and experience, and the competence and experience of the bidder’s key personnel to be assigned to the contract.
  - (2) Ascertainment of the sufficiency of the Bid Security as to type, amount, form and wording, and validity period.
  - (3) Verification of any past unsatisfactory performance of the consultant as indicated in the Consultant’s Performance Evaluation System (ConsPES) under DO 20, series of 2015.
- c. Financial Requirements. The BAC shall verify, validate and ascertain the bid price proposal of the bidder.

The TWG shall prepare a Post-Qualification Report and submit it to the BAC. The Report shall cover, among others, the activities undertaken with regard to the post-qualification process, including feedbacks from inquiries conducted.

The BAC shall review the Post-Qualification Report and shall determine/confirm whether the bidder with the HRB passes all the criteria for post-qualification.

If so, the BAC shall declare it as the bidder with the HRRB, and inform it accordingly through a Notice of Post-Qualification, using **Form DPWH-CONSL-44**.

The BAC shall immediately issue a Resolution, using **Form DPWH-CONSL-46** if QBE is adopted, or **Form DPWH-CONSL-47** if QCBE is used, declaring the bidder with the HRRB and recommending the award thereto, and submit the Resolution to the HoPE for approval.

#### **5.9.4 Post-Disqualification**

If the bidder with the HRB fails to pass post-qualification, the BAC shall immediately notify that bidder in writing of its post-disqualification and the grounds for it (**IRR Section 34.5**), using **Form CONSL-45**. The post-disqualified bidder shall have three (3) calendar days from receipt of the notification to request the BAC to reconsider this decision (**IRR Section 34.2**). The BAC shall evaluate the request for reconsideration, using the same non-discretionary criteria, and shall issue its final decision on the said request within seven (7) calendar days from receipt thereof (**IRR Section 34.2**).

Immediately after the BAC has notified the bidder with the HRB of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the negotiation and post-qualification process on the bidder with the second HRB. If

the negotiations with the second bidder are successful, and it passes the post-qualification, and provided that the request for reconsideration of the first bidder has been denied, the BAC shall declare the second bidder as the bidder with the HRRB through a BAC Resolution for approval of the HoPE, as discussed in Section 3.9.3(**IRR Section 34.6**).

If the second bidder, however, fails post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next HRB, and so on until the HRRB is determined for award (**IRR Section 34.7**).

If no bidder passes post-qualification, the BAC should declare a failure of bidding. In such a case, the BAC shall issue a resolution declaring a failure of bidding. The BAC then reviews the terms and conditions stated in the **REOI**. Based on its findings, the BAC shall revise the terms, conditions, specifications, and if necessary, adjust the ABC, subject to the required approvals, and conduct a re-bidding with re-advertisement and/or posting, as provided for in **Section 21.2 of the IRR (IRR Section 35.3)**. It must, thereafter, conduct a re-bidding, in the process formulating a new **REOI** and posting and publishing this as required (**IRR Section 35**). All bidders that have initially responded to the **REOI** in the first bidding shall be allowed to submit new bids. If the original estimate is found to be inadequate on reassessment to meet the objectives of the project, it may be necessary to reduce the scope of the project. Should a second failure of bidding occur and the Procuring Entity finds that there is a need to evaluate the responsiveness of the ABC, and so decides to revise the ABC accordingly, the Procuring Entity should conduct another public bidding with re-advertisement and/or posting. Alternatively, the Procuring Entity may enter into a negotiated procurement with a legally, technically, and financially capable consultant in accordance with Section 6 of this Manual Volume III (**IRR Sections 35.4**). However, if the DPWH resorts to negotiated procurement, the ABC cannot be increased by more than twenty percent (20%) of the ABC for the last failed bidding (**IRR Sections 53.1.1**).

### **5.9.5 Post-Qualification under Electronic Bidding**

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall observe the following procedure with regard to post-qualification:

- a. Within one (1) day after the approval of the Abstract of Bids, the BAC shall notify the bidder with the Highest Rated Bid (HRB), through electronic mail, that the bidder shall undergo post-qualification and must submit to the BAC the post-qualification requirements within three (3) calendar days as provided for under Section 34.2 of RA 9184-IRR.
- b. If the BAC determines that the bidder with the LCB passes all the criteria for post-qualification, it shall declare the said bid as the Highest Rated Responsive Bid (HRRB), and recommend to the HoPE the award of contract to the said bidder at its submitted bid price or its calculated bid price, whichever is lower or, in the case of QBE procedure, submitted bid price or its negotiated price, whichever is lower.
- c. If, however, the BAC determines that the bidder with the LCB fails the criteria for post-qualification, it shall immediately notify the said bidder electronically in writing of its post-disqualification and the grounds for it.

- d. Immediately after the BAC has electronically notified the first bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with the second HRB. If the second bidder passes the post-qualification, and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder with the HRRB.
- e. If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next HRB, and so on until the or HRRB, as the case may be, is determined for award, subject to Section 37 of the IRR.
- f. The post-qualification process shall be completed in not more than twelve (12) calendar days from the determination of the HRB. In exceptional cases, the post-qualification period may be extended by the HoPE, but in no case shall the aggregate period exceed forty five (45) calendar days.
- g. The BAC or its Bid Opener shall record and encode the post-qualification results of manually submitted documents in the PhilGEPS. For electronic documents submitted online, the BAC or its Bid Opener shall decrypt the documents and the results recorded automatically.
- h. After recording the post-qualification summary and uploading the BAC resolution declaring the bidder with the HRRB in the PhilGEPS, an electronic message shall be automatically sent to all bidders who participated informing them that the Notice of HRRB is available for downloading.

## **5.10 STEP 9: AWARD THE CONTRACT**

### **5.10.1 Legal Reference**

**IRR Section 37** specifies the rules and guidelines for the awarding of contract.

### **5.10.2 Contract Awardee**

The award of contract shall be made to the consultant with the HRRB at its submitted bid price or its calculated bid price, whichever is lower. In the case of QBE, the award shall be based on the negotiated price or the submitted price, whichever is lower. In the case of an SRRB, as provided in IRR Section 36, the bidder with the SRRB shall be awarded the contract (**IRR Section 37.1.2**).

### **5.10.3 Procedure for Contract Award**

The following steps shall be followed in the awarding of a contract:

- a. The BAC Secretariat shall consolidate all the documents and/or records of the proceedings of the BAC with regard to the procurement at hand.
- b. The BAC Secretariat shall draft the BAC Resolution recommending award to the Bidder with the HRRB.

- c. The BAC shall approve and sign the Resolution Recommending Award to the Bidder with the HRRB, and transmit the same to the HoPE.
- d. The HoPE shall act on the BAC Resolution Recommending Award within a period not exceeding fifteen (15) calendar days from the date of receipt of the recommendation of the BAC (**IRR Section 37.1.2**).
- e. In case of approval of the recommendation, the HoPE, through the BAC Secretariat, shall issue the Notice of Award (NOA) to the Bidder with the HRRB, using **Form DPWH-CONSL-48**. The BAC shall accordingly notify the losing bidders of the bidding results, using **Form DPWH-CONSL-49**.
- f. In case the Procuring Entity uses electronic bidding pursuant to GPPB Resolution No. 23-2013, upon approval by the HoPE of the BAC recommendation to award the contract to the HRRB, the NOA shall be created by the Bid Notice Creator in the PhilGEPS upon instruction of the HoPE, provided that the NOA shall only be created and issued to the HRRB if no request for reconsideration or protest is received by, or inputted in PhilGEPS. Upon issuance of the NOA to the HRRB, an electronic message shall be automatically sent to all bidders who participated informing them of the results of the bidding process.
- g. Disapproval by the HoPE of the BAC Resolution shall be based on valid, reasonable, and justifiable grounds. The HoPE shall accordingly notify the BAC in writing, which shall in turn notify the bidder in writing, consistent with RA 9184-IRR Section 34.5. The BAC may conduct the post-qualification of the bidder with the next LCB as provided in IRR Section 34.6, provided that the Bid Security of that bidder is still valid.
- h. A request for reconsideration may be filed by the bidder with the HoPE within three (3) calendar days from receipt of the notice of disapproval. The HoPE shall resolve with finality the request for reconsideration within seven (7) calendar days from the filing thereof and furnish the bidder with a copy of the resolution immediately after its promulgation. In no case shall the request for reconsideration stay or delay the bidding process. However, the request for reconsideration must first be resolved before any award is made.
- i. The bidder with the HRRB shall receive the NOA.

The HoPE shall require, in the NOA, the Bidder with the HRRB to submit to the Procuring Entity, within ten (10) calendar days from the bidder's receipt of the NOA, the following documents as conditions for the signing of the Contract:

- a. Valid JVA, if applicable.
- b. In case of foreign consultants, the SEC Certificate of Registration of the foreign consulting firm, or the authorization of license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professionals and allied professions.
- c. Notice of Award (NOA) with the bidder's signed "conforme."

- d. Performance Security in accordance with **ITB 31** and **GCC Clause 41**.

The NOA shall also require the Bidder with the HRRB to formally sign the Contract Agreement within the said ten (10) days.

#### **5.10.4 Performance Security**

To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post a performance security prior to the signing of the contract.

The Performance Security must be in any of the following forms with the corresponding required amounts not less than the percentage of the total contract price in accordance with the following schedule (**IRR Section 39.2**):

**Table 27. Forms and Amounts of Performance Security**

<b>FORM OF PERFORMANCE SECURITY</b>	<b>AMOUNT</b>
(1) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	5% of contract price
(2) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided that it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a foreign bank ( <b>Use Form DPWH-INFR-43</b> )	5% of contract price
(3) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security ( <b>Use Form DPWH-INFR-44</b> )	30% of contract price

#### **5.10.5 Bidder Refuses to Accept Award**

If the Bidder with the HRRB refuses to accept the award, the BAC shall forfeit its Bid Security and shall initiate blacklisting proceedings against that bidder in accordance with DPWH DO 39, series of 2015. The BAC shall then initiate and complete the post-qualification of the bidder with the second HRB. If found qualified, the said bidder shall be awarded the contract. This procedure is repeated until the HRRB is determined. Should all eligible bidders fail post qualification, the BAC must declare the bidding a failure. Refusal to accept an award, without just cause or for the purpose of forcing DPWH to award the contract to another bidder, if proven, is meted with a penalty of imprisonment of not less than six (6) years and one (1) day by not more than fifteen (15) years (**IRR Section 65.3.d**). Additional penalties of suspension for one (1) year from participation in government procurement for the first offense, and suspension for two (2) years for the second offense shall also be imposed on the bidder (**IRR Section 69.1**).

#### **5.10.6 Single Rated Responsive Bid**

A single rated responsive bid shall be considered for award if it falls under either of the following circumstances (**IRR Section 36**):

- a. If after advertisement, only one prospective bidder applies for eligibility check, in accordance with the provisions of this Procurement Manual, and it meets the eligibility

requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements.

- b. If after advertisement, more than one prospective bidder applies for eligibility check, in accordance with the provisions of this Procurement Manual, but only one bidder meets the eligibility requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements.
- c. If after the eligibility check, more than one bidder meets the eligibility requirements or criteria, but only one bidder submits a bid, and its bid is found to be responsive to the bidding requirements.

## **5.11 STEP 10: HAVE CONTRACT SIGNED AND APPROVED, AND ISSUE NOTICE TO PROCEED (NTP)**

### **5.11.1 Legal Reference**

**IRR Section 37** specifies the rules regarding contract signing and approval.

### **5.11.2 Contract Signing**

The winning bidder and the HoPE must enter into a contract immediately after the former has submitted the performance security and all other documentary requirements within the period specified in the Revised IRR. The parties must sign the contract within ten (10) calendar days from receipt by the winning bidder of the Notice of Award (**IRR Section 37.2.2**).

The Chief Accountant or the Chief Budget Officer of the Procuring Entity may sign the contract as an instrumental witness thereto. The DPWH signatory is encouraged to sign within the same day as the signing of the bidder as there are penalties against delaying, without justifiable cause, the award of the contract. Moreover, it would be best for the winning bidder and the HoPE, or his appropriate signing authority, to sign/execute the contract together— provided that all contract documents and requirements are complete – so that both may personally appear before a Notary Public.

### **5.11.3 Contract Approval**

When, after contract signing, further approval of a higher authority is required, the approving authority for the contract shall be given a maximum of twenty (20) calendar days from receipt thereof, together with all documentary requirements to perfect the said contract, to approve or disapprove it (**IRR Section 37.3**).

If no action on the contract is taken by the HoPE or the appropriate approving authority within the specified periods, the contract concerned shall be deemed approved. However, where further approval by the Office of the President is required, the contract shall not be deemed approved unless and until the Office of the President gives actual approval to the contract concerned (**IRR Section 38.3**).

### **5.11.4 Issuance of NTP**

The Procuring Entity shall issue the NTP, using **Form DPWH-CONSL-50**, together with a copy or copies of the approved contract, to the successful bidder, within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority. All notices, including the NTP, called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful bidder (**IRR Section 37.4.1**).

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Bid Notice Creator shall update the “proceed date” and the “contract start and end dates” and upload a copy of the Notice to Proceed and approved Contract in the PhilGEPS.

### **5.11.5 Documents Forming Part of Contract**

The contract shall include the following:

- a. Contract Agreement – using **Form DPWH-CONSL-52**
- b. Bidding Documents
- c. Winning bidder’s bid, including the Eligibility Documents, Technical and Financial Proposals, and all other documents/statements submitted
- d. Performance Security
- e. Notice of Award of Contract
- f. Other contract documents that may be required by existing laws and/or the DPWH in the Bidding Documents.

### **5.11.6 Failure to Enter into Contract through Bidder’s Fault**

If the bidder with the HRRB or SRRB refuses to, or is unable, through its own fault, to post the performance security and sign the contract within the prescribed period:

- a. its Bid Security shall be forfeited;
- b. it shall be disqualified from further participating in the bidding at hand;
- c. upon conviction, it will suffer the penalty of imprisonment of not less than six (6) years and one (1) day and not more than fifteen (15) years; and
- d. upon determination of administrative liability, it will suffer the administrative penalties of suspension for one (1) year from participation in government procurement for the first offense, and suspension for two (2) years for the second offense.

For its part, the BAC must initiate and complete the post-qualification of the bidder with the second HRB. This procedure must be repeated until the HRRB is determined for award. If no bidder passes post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-posting and re-advertisement. Should there be another failure of bidding after the conduct of the re-bidding, the Procuring Entity may enter into a negotiated procurement (**IRR Section 40.2**).

If, on the other hand, the bidder that fails to post the performance security and sign the contract happens to be one with the SRRB, the BAC must declare the bidding a failure. It shall then conduct a re-bidding with re-posting and re-advertisement. Should there be another failure of bidding after the conduct of the re-bidding, the Procuring Entity may enter into a negotiated procurement (**IRR Section 40.3**).

### **5.11.7 Failure to Enter into Contract Not through Bidder's Fault**

If the failure of the bidder with the HRRB or SRRB to sign the contract within the prescribed period is not its fault, the sanctions mentioned above shall not be imposed (**IRR Section 40.1**).

## **5.12 RESERVATION CLAUSE**

### **5.12.1 Legal Reference**

**IRR Section 41** provides the rules governing the Reservation Clause.

### **5.12.2 Right to Reject Bids, Declare a Failure of Bidding, or Not Make an Award**

The Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract in any of the following situations (**IRR Section 41**):

- a. If there is prima facie evidence of collusion between concerned DPWH officers or employees, or between the BAC and any of the bidders, or between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition.
- b. If the BAC is found to have failed in following the prescribed bidding procedures, for which the applicable sanctions shall be applied to the erring officers.
- c. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:
  - (1) 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.
  - (2) If the project is no longer necessary as determined by the HoPE.
  - (3) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

**SECTION 6**

## **ALTERNATIVE METHODS OF PROCUREMENT**

### **6.1 GENERAL PRINCIPLES**

- a. Subject to the prior approval of the HoPE, and whenever justified by the conditions provided in RA 9184-IRR, the Procuring Entity may, in order to promote economy and efficiency, resort to any of the alternative methods of procurement provided in this Section. In all instances, the Procuring Entity shall ensure that the most advantageous price and contract for the Government is obtained.
- b. In accordance with Section 10 of RA 9184-IRR, as a general rule, the Procuring Entities shall adopt competitive bidding as the general mode of procurement and shall see to it that the PPMP and APP allow sufficient lead time for competitive bidding. Alternative methods of procurement shall be resorted to only in the highly exceptional cases provided for in this Section.
- c. The method of procurement to be used shall be as indicated in the approved APP. If the original mode of procurement in the APP cannot be ultimately pursued, the BAC, through a Resolution, shall justify and recommend the change in the mode of procurement to be approved by the HoPE. Such changes must be reflected in the APP and submitted to the GPPB.

- d. For the procurement of consulting services, Limited Source Bidding and Negotiated Procurement are the only alternative methods of procurement that may be used.
- e. In all instances of alternative methods of procurement, the BAC, through its Secretariat, shall post, for information purposes, the notice of award, or contract in the DPWH and PhilGEPS websites and at any conspicuous place reserved for this purpose in the premises of the Procuring Entity.

## **6.2 LIMITED SOURCE BIDDING**

### **6.2.1 Application**

**Limited Source Bidding**, otherwise known as **Selective Bidding**, is a method of procurement of consulting services where only a few consultants are known to be available, such that resorting to the public bidding method will not likely result in any additional consultant participating in the bidding (**IRR Section 49**).

When the list, pre-selected or self-generated as defined in this Section, contains more than five (5) prospective bidders, the Procuring Entity shall resort to competitive bidding.

### **6.2.2 Procedure**

#### a. Preparation of Pre-Selected List.

- (1) Relevant Government Authority's list. The Procuring Entity shall request a list of known consultants from a relevant government authority (RGA) that has the mandate or expertise in the type of or subject matter of the procurement concerned.

Upon securing the RGA's list, the Procuring Entity, through its BAC, shall undertake pre-selection, using a quantitative rating system, on the basis of the following criteria:

- (a) Capability and resources to perform the contract taking into account their experience and past performance on similar contracts.
  - (b) Capabilities with respect to personnel, equipment, or manufacturing facilities.
  - (c) Financial position.
- (2) Self-Generated List. The Procuring Entity may prepare a self-generated list based on the foregoing criteria in any of the following cases:
    - (a) There is no RGA.
    - (b) The RGA does not maintain a list of consultants relative to the type of or subject matter of the procurement concerned.
    - (c) The Procuring Entity represents that it is the RGA, provided that it establishes, attests to such fact, and confirms through a Sworn Affidavit, that it has the

expertise on the subject matter of procurement by virtue of its mandate and nature of its functions and operations.

- (3) PhilGEPS Certificate of Registration. In accordance with **Section 8.2.2 of the IRR** of RA 9184, the BAC shall require the pre-selected consultants to submit their PhilGEPS Certificate of Registration under Platinum Membership.
- (4) HoPE Approval. The BAC shall submit its pre-selected or self-generated list to the HoPE for approval. The list shall include (a) the Terms of Reference of the project, and (b) the specific criteria used by the Procuring Entity for the evaluation of the pre-selected consultants.

The Procuring Entity shall ensure that its pre-selected or self-generated list of known consultants is accurate, definite, and distinct prior to the Limited Source Bidding to be conducted and resorting to public bidding will not likely result in any additional consultants participating in the bidding if the procurement opportunity is posted.

Concerns on the propriety of the pre-selection shall be directed to Procuring Entity in accordance with the protest mechanism provided under **Section 55 of RA 9184-IRR**, which may apply suppletorily.

b. Submission of Pre-selected List to the GPPB-TSO.

- (1) Upon approval of the list, the HoPE shall transmit the list to the GPPB, through its Technical Support Office, accompanied by a Certification stating the following:
  - (a) Justification on the recourse to Limited Source Bidding.
  - (b) Verification on the compliance with the criteria previously set.
  - (c) The list, pre-selected or self-generated, is a list of known consultants where resorting to public bidding will not likely result in any additional consultants participating in the bidding if the procurement opportunity is advertised.
  - (d) In case the Procuring Entity identifies itself as the RGA with the expertise on the particular type of procurement, the HoPE, or his duly authorized representative, shall attest through a Sworn Statement, that the Procuring Entity has the expertise on the subject matter of procurement by virtue of its mandate and nature of its functions and operations.
- (2) The GPPB-TSO shall acknowledge receipt of the list, and upon receipt of such acknowledgment, the Procuring Entity shall post the procurement opportunity to be undertaken through Limited Source Bidding in the DPWH and PhilGEPS websites, and at any conspicuous place reserved for this purpose in the premises of the Procuring Entity or seven (7) calendar days before the conduct of the procurement through Limited Source Bidding. The function of the GPPB-TSO shall partake of a ministerial nature and shall not include the validation of the criterion used for the qualification of the consultants contained in the list.

- (3) The list is exclusive and procurement specific. For this purpose, a separate list shall be submitted by the Procuring Entity to the GPPB for every procurement activity to be undertaken through Limited Source Bidding.

c. Procurement Proper

- (1) In view of the pre-selection proceedings, the following requirements shall be dispensed with:
  - (a) Advertisement requirement under **IRR Section 21.2.1**.
  - (b) Submission of eligibility documentary requirements under **IRR Sections 23.1 and 24.1**.
- (2) All other rules and requirements on competitive bidding shall apply.
- (3) The Procuring Entity shall require the submission of by the bidder of a Certificate of PhilGEPS Registration in accordance with **IRR Section 8.5.2**.
- (4) A Performance Security shall be required from the winning consultant.

## **6.3 NEGOTIATED PROCUREMENT**

### **6.3.1 Legal Reference**

**Section 53 of the IRR** provides the legal basis for Negotiated Procurement.

### **6.3.2 Applicable Cases**

Negotiated Procurement is a method of procurement of consulting services whereby the Procuring Entity negotiates a contract with a technically, legally and financially capable consultant in any of the following cases:

- a. Two Failed Biddings
- b. Emergency Cases
- c. Take-Over of Contracts
- d. Adjacent or Contiguous Project
- e. Agency-to-Agency Agreement
- f. Highly Technical Consultants
- g. Small Value Procurement

### **6.3.3 Two Failed Biddings**

a. Instances of Two Failed Biddings

The Procuring Entity may resort to negotiated procurement in case there is a failure of public bidding for the second time as provided in **Section 35 of RA 9184-IRR** because of any of the following:

- (1) No bids are received.
- (2) All prospective bidders are declared ineligible.
- (3) All bids fail to comply with all the bid requirements or fail post-qualification.
- (4) The bidder with the Highest Rated Responsive Bid refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with **Section 40 of RA 9184-IRR**.

b. Procedure

- (1) After the mandatory review of the terms, conditions, specifications, and cost estimates, as prescribed in **Section 35 of RA 9184-IRR**, the BAC, based on its findings, as assisted by the Secretariat, TWG and IU, may revise and agree on the technical, legal and financial eligibility requirements and Terms of Reference, and if necessary, adjust the ABC, subject to the required approvals. However, the ABC cannot be increased by more than twenty percent (20%) of the ABC for the last failed bidding. The minimum period for each bidding procedure, including the period to submit bids from the date of invitation and posting of the invitation, however, may be reduced by the BAC by as much as fifty percent (50%).
- (2) The BAC shall invite at least three (3) consultants, including those disqualified in previous biddings for the project, who meet the revised eligibility requirements, for negotiations to ensure effective competition. The BAC shall require the submission of by each bidder of a Certificate of PhilGEPS Registration in accordance with **IRR Section 8.5.2**. At the same time, the DPWH shall post the invitation, for at least three (3) calendar days, in the websites of the DPWH and the PhilGEPS and in any conspicuous place in the premises of the Procuring Entity, for other interested consultants, who meet the eligibility requirements, to conduct negotiations with the BAC. Even if only one bidder should respond to such invitation and posting, the Procuring Entity shall proceed with the negotiation subject to the rules prescribed hereunder.
- (3) Any requirements, guidelines, documents, clarifications, or other information relative to the negotiations that are communicated by the BAC to a consultant shall be communicated on an equal basis to all other consultants engaging in negotiations with the Procuring Entity relative to the procurement. The prospective bidders shall be given equal time and opportunity to negotiate and discuss the technical and financial requirements of the project to be able to submit a responsive bid.
- (4) Following completion of the negotiations, the Procuring Entity shall request all consultants remaining in the proceedings to submit, on a specified date, a best offer based on the final technical and financial requirements.

- (5) The Procuring Entity shall select the successful offer, which should meet the Procuring Entity's technical and financial requirements and determined to have the single/highest rated responsive offer.
- (6) A Performance Security shall be required of the winning consultant.

#### **6.3.4 Emergency Cases**

##### **a. Allowable Instances for Negotiated Procurement for Emergency Cases**

The Procuring Entity may resort to negotiated procurement for consulting services in emergency cases under any of the following circumstances:

- (1) In case of imminent danger to life or property during a state of calamity.
- (2) When time is of the essence arising from natural or man-made calamities.
- (3) Other causes where immediate action is necessary:
  - (a) to prevent damage to or loss of life or property, or
  - (b) to restore vital public services, infrastructure facilities, and other public utilities.

Vital infrastructure, as used in this Section, shall refer to infrastructure which is critical to the survival, safety and/or convenience of the public as determined by the HoPE - e.g., main road, flood control, and water supply system.

##### **b. Procedure**

- (1) The End-User Office/IU or the duly authorized official or personnel submits a Request to the BAC or the HoPE, as the case may be, accompanied by appropriate supporting documents identifying the emergency sought to be addressed, and the necessary goods, civil works or consulting services that have to be procured to address the emergency.
- (2) The BAC, assisted by the Secretariat, TWG and the End-User Office/IU shall immediately prepare the necessary documents, e.g., Technical Specifications, Feasibility Study, Detailed Engineering and Design, Terms of Reference, and such other relevant documents necessary to address the emergency.
- (3) The BAC may directly negotiate with a Consultant with the technical, legal and financial capability to deliver the goods, execute the works and perform the services to address the emergency. Due to the emergency nature of the attending circumstances and the urgency to address the same, the identified Consultant shall submit the required documents to demonstrate its technical, legal and financial capability.

- (4) Upon confirmation and ascertainment of such capability to address the emergency, the HoPE, upon recommendation of the BAC, shall immediately award the contract to the Consultant.
- (5) Due to the emergency nature of the attending circumstances, and the imminent danger to life, limb and property, the BAC and the HoPE through a Resolution and Office Order, respectively, may authorize a specific official, personnel, committee or office in the Procuring Entity to directly negotiate with a Consultant to efficiently and expeditiously deal with the emergency sought to be addressed.
- (5) In all instances of Negotiated Procurement through any of the Emergency modalities, the HoPE shall confirm in writing the existence and veracity of the ground or grounds relied upon before approving the ensuing contract.
- (6) Considering that the underlying reason to support a Negotiated Procurement through the Emergency modality relates to “time element” as when there is – (a) imminent danger to life or property; or, (b) when time is of the essence; or, (c) immediate action is necessary, the Procuring Entity, through the HoPE, BAC, Secretariat and IU, should consider appropriate timing or the proximity of time between the actual procurement activity to be conducted and the emergency sought to be addressed, such that when the reason or cause for the emergency has already been abated, adoption of competitive bidding as the primary mode of procurement shall be considered.
- (7) When the ground is based on imminent danger to life during a state of calamity, there must be a declaration by a competent authority of a state of calamity pursuant to existing laws, rules and regulations before any procurement activity may be undertaken (Section 16, RA 10121).
- (8) The Procuring Entity may require a Performance Security depending on the nature of the procurement project.

### **6.3.5 Take-Over of Contracts**

#### a. Allowable Instances for Negotiated Procurement through Take-Over of Contracts

The Procuring Entity may also resort to negotiated procurement for a contract taken over in the following cases:

- (1) The contract, previously awarded through Competitive Bidding, has been rescinded or terminated for causes provided for in the contract and existing laws
- (2) Where immediate action is necessary:
  - (a) to prevent damage to or loss of life or property, or
  - (b) to restore vital public services, infrastructure facilities and other public utilities.

#### b. Procedure

- (1) The BAC shall negotiate with and post-qualify the second Highest Rated Bidder for the project under consideration at the bidder's own original bid price, applicable to the remaining works to be done. Authority to negotiate contracts for projects under the foregoing exceptional cases shall be subject to prior approval by the HoPE, within his limit of approving authority.
- (2) If negotiation fails, then the BAC shall negotiate with and post-qualify the next Highest Rated Bidder at the bidder's own original price.
- (3) If the negotiation fails another time, the process is repeated until all the bidders from the previous bidding have been considered.
- (4) If there is no successful negotiation, the BAC may invite at least three (3) consultants to submit their bids and negotiation shall be made starting with the Highest Rated Bidder, or may resort to public bidding
- (5) The HoPE, upon recommendation of the BAC, shall issue the Notice of Award and the contract to the Highest Rated Responsive Bidder who meets the technical requirements for the project, in accordance with **Section IV(J) of the Guidelines for Alternative Methods** of Procurement under RA 9184-IRR.
- (7) If the original contractor is a Single Rated Responsive Bidder, take-over of contracts as a negotiated procurement modality shall not apply.
- (8) Consultants are mandated to register with the PhilGEPS and provide a PhilGEPS Registration number as a condition for award of the contract.
- (9) The Procuring Entity shall require Performance and Warranty Securities

### **6.3.6 Adjacent or Contiguous Project**

#### a. Allowable Instances for Negotiated Procurement of Adjacent or Contiguous Contract:

The Procuring Entity may also resort to negotiated procurement where the subject contract is adjacent or contiguous to an on-going consulting services contract where the consultant has unique experience and expertise to deliver the required service, subject to the following conditions:

- (1) The original contract is the result of a competitive bidding.
- (2) The subject contract to be negotiated has scopes of work similar or related to the original contract.
- (3) The subject contract, plus the remaining works under the original contract, is within the contracting capacity of the consultant considering the legal, technical and financial requirements for eligibility.
- (4) The consultant uses the same unit prices as or lower unit prices than those in the original contract less mobilization cost. New work items may be considered in the adjacent or contiguous contract provided that their cost does not exceed 10% of the

original contract cost and provided that the direct costs of the new items are based on the consultant's estimate as validated by the Procuring Entity via a documented canvass of prices in accordance with existing rules and regulations.

- (5) The cost of the subject contract does not exceed the amount of the on-going project.
- (6) The consultant has no negative slippage in the original contract during the time of negotiation.
- (7) Negotiations for the procurement are commenced before the expiry of the original contract.

In consulting services, the phrase "adjacent or contiguous" pertains to the linkage or relationship of the subject matters, outputs or deliverables required.

b. Procedure

- (1) The BAC shall negotiate with the consultant for the ongoing infrastructure project or consulting services.
- (2) The BAC shall submit its recommendation to the HoPE together with all the supporting documents for the transaction.
- (3) The BAC shall proceed to recommend to the HoPE the approval and signing of the contract together with all the supporting documents for the transaction. In case of approval, the HoPE shall immediately issue the Notice of Award (NOA) in accordance with **Section IV(J) of the Guidelines** for Alternative Methods of Procurement.
- (4) The Procuring Entity may require Performance Security.

### 6.3.7 Agency-to-Agency Agreement

a. Definition

Agency-to-Agency Agreements for consulting services involves procurement from another agency of the Government that has the mandate to undertake consultancy services required by the Procuring Entity.

All projects undertaken through Agency-to-Agency Agreements shall be subject to pertinent budgeting, accounting, and auditing rules.

b. Types of Agency-to-Agency Agreements

- (1) Type A involves the DPWH as the Servicing Agency for other Client Agencies. The Client Agencies may include non-infrastructure entities such as the Judiciary (e.g., Halls of Justice), Department of Health (e.g., hospitals), and State Universities (e.g., school buildings). The DPWH may provide services to these Client Agencies which range from the following extremes:

- Project management only, with the Client Agency handling bidding and contracting.
- Full project implementation services, which include detailed design, procurement, and construction management, with the Client Agency providing the funds.

The Client Agencies usually pay the cost of the procurement

- (2) Type B involves the DPWH as the Client Agency for other Servicing Agencies. The Servicing Agencies may, for example, be the Local Water Utilities Administration or LWUA (e.g., Level II water supply funded by the DPWH), the Civil Service Commission (e.g., for qualification standards), and other specialized entities. The DPWH usually pay the cost of the procurement,

c. Conditions

It is the general policy of Government to purchase its requirements from the private sector. However, it acknowledges that, in some exceptional cases, procurement from another agency of the Government is more efficient and economical for the Government, subject to the following conditions:

- (1) Conduct of a Cost-Benefit Analysis by the Procuring Agency indicating that entering into an Agency-to-Agency Agreement with the Servicing Agency is more efficient and economical to the government.
- (2) The Servicing Agency has the mandate or by the nature of the function of its office is capable to undertake the consultancy required by the Procuring Agency; and
- (3) The Servicing Agency owns or has access to the necessary tools and equipment required for the project.
- (4) Where the total amount of all consulting projects undertaken or to be undertaken through Agency-to-Agency Agreements exceeds twenty-five percent (25%) of the total procurement budget for consultancy as reflected in its APP, the Procuring Entity shall submit a Cost-Benefit Analysis to the GPPB justifying that entering into an Agency-to-Agency Agreement with the Servicing Agency is more efficient and economical for the government.

d. Procedure

- (1) The IU shall undertake a Cost-Benefit Analysis, taking into consideration the following factors: prevailing standard cost for the project in the market, absorptive capacity of the Servicing Agency, and other relevant factors.
- (2) The IU shall likewise secure a certificate from the relevant officer of the Servicing Agency that the latter complies with all the conditions prescribed under this Section 6.3.7.

- (3) Based on the assessment and recommendation of the end-user unit, the BAC shall issue a resolution recommending the use of Agency-to-Agency Agreement to the HoPE.
- (4) Upon approval of the BAC Resolution, the Procuring Entity shall enter into a Memorandum of Agreement (MOA) with the Servicing Agency.

### **6.3.8 Highly Technical Consultants**

#### **a. Conditions**

- (1) The Procuring Entity may directly procure, through negotiation, individual consultants to do work that is:
  - (a) highly technical or proprietary; or
  - (b) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant.
- (2) The term of the individual consultants shall, at the most, be on a six month basis, renewable at the option of the appointing HoPE, but in no case shall exceed the term of the HoPE.

#### **b. Procedure**

- (1) The BAC shall undertake the negotiation with the individual consultant based on the TOR prepared by the IU. Considering the nature of the consultancy work, the negotiations need not be elaborate; it is enough that the Procuring Entity through the BAC or the IU, is fully satisfied that the individual is legally, technically and financially capable to undertake and fulfill the consultancy work based on the TOR.
- (2) The BAC shall recommend to the HoPE the approval and signing of the contract together with all the supporting documents for the transaction. In case of approval, the HoPE shall immediately issue the Notice of Award (NOA) in accordance with **Section (IV)(J) of the Guidelines** for Alternative Methods of Procurement.
- (3) The Procuring Entity may dispense with the requirement for the posting of a Performance Security.

### **6.3.9 Small Value Procurement**

#### **a. Application**

The Procuring Entity may adopt small-value procurement for a consultancy contract whose ABC does not exceed PhP500,000 pursuant to **Appendix 19 of RA 9184-IRR**.

#### **b. Procedure**

- (1) The IU shall submit a request to the BAC, indicating therein the urgency of the requirement and the unforeseen contingency that caused its necessity.

- (2) The BAC shall prepare the simplified BDs, including the Request for Quotation (RFQ), TOR, ABC, GCC, and SCC.
- (3) The BAC shall directly invite in writing, by sending them the RFQ, at least three (3) consultants found to meet the Eligibility Requirements (ER) for the subject contract, asking them to submit sealed bids consisting of simplified Technical and Financial Proposals based on Section 4.2.7 of this Manual Volume III. The Procuring Entity shall require the bidders to submit their bids within seven (7) calendar days from the date of advertisement.
- (4) At the same time, except for procurement with an ABC if PhP50,000 and below, the BAC shall post for a period of 3 calendar days the RFQ in the websites of the DPWH and the PhilGEPS and in a conspicuous place in the Procuring Entity's premises to invite other interested consultants which meet the Eligibility Requirements (ER) to submit their sealed Technical and Financial Proposals within the same 7-day period.
- (5) The BAC shall receive and open the sealed bids at the designated date and time, then evaluate the bids (Technical and Financial Proposals), including validation, and determine the HRRB. Receipt of at least one (1) quotation is sufficient to proceed with the evaluation thereof.
- (6) The BAC shall recommend award to the HRRB, and provide for contract signing and approval, all in accordance with the procedures prescribed for regular competitive bidding, except that a Performance Security shall not be required. The Procuring Entity, however, may require a Warranty Security depending on the nature of the procurement project.
- (7) Consultants are mandated to register with the PhilGEPS and provide a PhilGEPS Registration number as a condition for award of the contract.

## **SECTION 7**

# **CONTRACT IMPLEMENTATION FOR CONSULTING SERVICES**

### **7.1 ADVANCE PAYMENT FOR MOBILIZATION**

The DPWH may make an advance payment to the consultant in an amount that shall not exceed fifteen percent (15%) of the contract amount to cover the cost of mobilization. The advance payment shall be made only upon the submission of a written request by the consultant together with an irrevocable standby letter of credit issued by an entity acceptable to the Procuring Entity and of an amount equal to the advance payment (**IRR Annex “F”**).

The DPWH must recover the advance payment by deducting from the progress payments to the consultant such sum as agreed during contract negotiations until the advance payment shall have been fully liquidated within the duration of the contract (**IRR Annex “F”**).

## **7.2 REPLACEMENT OF KEY PERSONNEL**

- a. In accordance with DPWH DO 21, series of 2015, any replacement of the Consultant's key personnel shall be allowed by the HoPE only for any of the following reasons – i.e., death, serious illness or incapacity – which shall be supported with written certifications or affidavits. Replacement of personnel because of resignation of the original personnel shall also be allowed if there is a delay by the Procuring Entity in the award of the contract of at least six (6) months after the date of bidding (**IRR Section 33.3**). In any case, no replacement shall be allowed by the HoPE until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons.
- b. The replacement personnel must possess qualifications, in terms of experience, education and training that are equal to or better than those of the original personnel to be replaced. This must be shown by the comparative scores of the replacement personnel and the original personnel using the rating system employed in the evaluation of the bids.
- c. Prior written approval by the HoPE shall be obtained before any replacement of the Consultant's key personnel is made.
- d. The Head of the Implementing Office concerned shall submit to the Procurement Service, DPWH, a written report on every replacement in the Consultant's personnel approved by him, together with the reasons for the replacement and the comparative ratings of the original and replacement personnel, within seven (7) days after the replacement is approved by him.
- e. The incidence of replacement of the Consultant's key personnel shall be reflected in its Consultant's Performance Evaluation System (ConsPES) rating which shall be included in the criteria for the shortlisting of consultants and evaluation of bids for future consulting services.

## **7.3 UNSATISFACTORY PERFORMANCE**

If the Procuring Entity finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action under Philippine law, or has reasonable cause to be dissatisfied with the performance of any of the personnel, then the consultant must, at the Procuring Entity's written request specifying the grounds therefor, forthwith provide as replacement a person with qualifications and experience acceptable to the Procuring Entity. The replacement should have equal or better qualifications but will receive remuneration not exceeding that which would have been payable to the person replaced. The consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of staff.

## **7.4 PRICE ESCALATION**

Price escalation is not allowed. For the given scope of work in the contract as awarded, the price must be considered as a fixed price (**IRR Section 61.1**).

## **7.5 DENOMINATION OF CONTRACT PRICES**

All contract prices must be denominated and payable in Philippine currency, and this shall be stated in the bidding documents. Should the Procuring Entity receive bids denominated in foreign currency, the same shall be converted to Philippine currency based on the exchange rate officially prescribed for similar transactions as established by the BSP on the date of the bid opening (**IRR Section 61.4**).

## **7.6 PAYMENTS**

Any kind of payment, including advance and progress payments, must be made by the Procuring Entity as soon as possible, but in no case later than forty-five (45) calendar days after the submission of a request for payment, accompanied by documents submitted pursuant to the contract, and upon fulfillment of other obligations stipulated in the contract. The DPWH must also ensure that all accounting and auditing requirements are met prior to payment. Only the portion of a claim that is not satisfactorily supported/ accepted may be withheld from payment subject to the usual accounting and auditing rules and regulation. The final payment must be made only after the consultant submits its final report and such report is approved as satisfactory by the Procuring Entity.

## **7.7 LIQUIDATED DAMAGES**

When the consultant fails to satisfactorily complete the services required under the contract within the specified period, inclusive of duly granted time extensions, if any, the consultant shall be liable for damages for the delay. Consequently, it will have to pay the Procuring Entity liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion for every day of delay (**IRR Section 68**).

In no case shall the sum of liquidated damages reach ten percent (10%) of the contract amount. If it does, the contract shall automatically be rescinded by the Procuring Entity, without prejudice to other courses of action and remedies open to it. The Procuring Entity may also take over the contract or award the same to a qualified consultant through negotiation. In addition to the liquidated damages, the erring consultant's Performance Security shall also be forfeited.

In case the delay in the completion of the services exceeds ten percent (10%) of the specified contract time plus any time extension duly granted to the consultant, the Procuring Entity may rescind the contract. It shall then forfeit the consultant's performance security and take over the prosecution of the contract or award the same to a qualified consultant through negotiated procurement.

## **7.8 INCENTIVE BONUS**

No incentive bonus, in whatever form or for whatever purpose, shall be allowed (**IRR Section 42.4**).

For foreign-assisted projects (FAPs), any allowable incentive bonus would be provided in the **B**Ds for the project. However, an incentive bonus is generally allowed only when it would be of benefit to the DPWH.

## **7.9 SUB-CONTRACTING**

- a. Unless otherwise specified in the **SCC**, the Consultant may sub-contract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **SCC**, provided that the Consultant shall directly undertake, using its own personnel and resources, not less than eighty percent (80%) of the contract works in terms of cost.
- b. However, sub-contracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project. The Consultant shall be responsible for the acts, defaults, and negligence of any of its sub-contractors, its agents, servants or workmen.
- c. Sub-contractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any sub-contractor is found by the Procuring Entity to be ineligible, the sub-contracting of such portion of the Consulting Services shall be disallowed.
- d. The Consultant may identify the sub-contractor 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 sub-contractor during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. Sub-contractors identified during the bidding may be changed during the implementation of the contract, subject to compliance with the eligibility requirements and approval of the Procuring Entity.
- e. For any assignment and sub-contracting of the contract or any part thereof made without prior written approval by the concerned HoPE, the DPWH shall impose on the erring consultant, after the termination of the contract, the penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second offense from participating in the public bidding process, pursuant to the provision of **Appendix 3, Section 4.2 of the IRR of RA 9184**, in accordance with **Section 69(6) of RA 9184** and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws.

## **7.10 SUSPENSION OF WORK BY PROCURING ENTITY**

The Procuring Entity may, by written notice of suspension to the consultant, suspend all payments to the consultant if the consultant fails to perform any of its obligations due to its 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 the 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.

The following steps are undertaken in the issuance of a suspension order by the Procuring Entity:

- a. The IU or end-user unit shall determine the existence of any of the grounds for suspension enumerated above.
- b. The IU or end-user unit shall draft the suspension order for the approval of the Secretary or his duly Authorized Representative.
- c. The suspension order is issued to the consultant, stating the grounds therefore.
- d. Prior to the expiration of the suspension order, the IU or end-user unit shall determine whether or not the grounds for suspension still exist.
  - (1) If such grounds continue to exist, or if it is no longer practicable to continue with the work, it shall terminate the work subject of the order or cancel the delivery of the items subject of such suspension.
  - (2) If, however, the grounds for suspension no longer exist, and continuation of the work is practicable, the IU, with the approval of the Secretary or his/her duly authorized representative, shall lift the suspension order and notify the consultant to proceed with the work/delivery of items in accordance with the amended contract.

#### **7.11 SUSPENSION OF WORK BY CONSULTANT**

The consultant may, by written notice of suspension, suspend work on any or all activities affected by the following:

- a. Failure on the part of the DPWH to deliver government-furnished equipment, resources, reports or data as stipulated in the contract;
- b. Peace and order conditions that make it extremely dangerous, if not impossible, to work, provided that the consultant secures a written certification from the Philippine National Police station that has responsibility over the affected area, as confirmed by the Department of the Interior and Local Government Regional Director, that such conditions exist; or
- c. Delay in the payment of consultant's claim for progress billing beyond forty five (45) calendar days from the time the consultant's claim has been certified by the DPWH as being supported by complete documentation and a notice from the consultant has been received by the DPWH that such payment is overdue, unless there are justifiable reasons which shall be communicated in writing to the consultants.

#### **7.12 RESUMPTION OF WORK**

The Procuring Entity can order the resumption of work if the grounds for work suspension no longer exist and the continuation of the work is practicable.

#### **7.13 EXTENSION OF CONTRACT TIME**

Extension of contract time may be allowed only in cases of suspension of activities along the critical path which are not due to the fault of the consultant. In such cases, the elapsed time

between the effective order suspending operation and the order to resume work shall be considered in the adjustment/extension of contract time.

## **7.14 CONTRACT TERMINATION FOR DEFAULT, UNLAWFUL ACTS OR INSOLVENCY**

### **7.14.1 Legal Reference**

The Guidelines on Termination of Contracts, approved by the GPPB through Resolution 018-2004, dated December 22, 2004 provide the legal basis for contract termination.

### **7.14.2 Termination for Default**

The HoPE may terminate a contract for default when any of the following conditions attend 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 DPWH 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 DPWH stating that the circumstance of *force majeure* is deemed to have ceased; or
- c. The consultant fails to perform any other obligation under the contract. The rescission of the contract shall be accompanied by the confiscation by the DPWH of the consultant's performance security. The consultant will also be recommended for blacklisting. The consultant shall be paid on the basis of *quantum meruit*.

### **7.14.3 Termination for Unlawful Acts**

The Procuring Entity may terminate the contract in case it is determined *prima facie* that the consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a. Corrupt, fraudulent, collusive and coercive practices;
- b. Drawing up or using forged documents;
- c. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d. Any other act analogous to the foregoing.

### **7.14.4 Termination for Insolvency**

The Procuring Entity should terminate the contract if the consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this 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.

#### **7.14.5 Termination for Procuring Entity's Breach of Obligations**

The consultant may terminate its agreement with the Procuring Entity if the latter is in material breach of its obligations pursuant to the contract and has not remedied the same within sixty (60) calendar days following its receipt of the consultant's notice specifying such breach. The consultant must serve a written notice to Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. In cases of termination, the Procuring Entity shall return to the consultant its Performance Security.

#### **7.14.6 Termination for Convenience**

##### **a. Termination for Reasons Other than Attributable to Consultant**

The Procuring Entity, by written notice sent to the consultant, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Procuring Entity's convenience, the extent to which performance of the contractor under the contract is terminated, and the date upon which such termination becomes effective.

##### **b. Circumstances as Sufficient Grounds to Terminate a Contract for Convenience**

Any of the following circumstances may constitute sufficient grounds to terminate a contract for convenience:

- (1) If physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible, as determined by the Procuring Entity;
- (2) The Procuring Entity has determined the existence of conditions that make project implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies;
- (3) Funding for the project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or
- (4) Any circumstance analogous to the foregoing.

Also, see the Guidelines on Termination of Contracts approved by the GPPB in Resolution 018-2004, dated December 22, 2004.

#### **7.15 WARRANTY**

A warranty is an assurance that the consultant who prepared the design or undertook construction supervision for the project shall be held liable when structural defects and/or failures arise during the applicable warranty period due to faulty and/or inadequate design and specifications as well as construction supervision. It is required of a consultant for detailed engineering design and construction supervision, but may also be incorporated as a provision of the contract for other consulting services, as mutually agreed upon by the consultant and the Procuring Entity.

## **SECTION 8**

### **CASE STUDY**

#### **CASE STUDY: PROCUREMENT OF CONSULTING SERVICES**

A Procuring Entity wanted to engage the services of a consultant for the detailed engineering of its ICT building. During the Pre-Procurement Conference, it was agreed upon by the BAC and other participants that the use of the quality-based evaluation procedure would be recommended

in the selection of consultants. The Head of the Procuring Entity (HoPE) approved the use of said evaluation procedure.

The BAC advertised the Request for Expression of Interest (REOI) for the project, which has an approved budget of P6,500,000, on 03 November 2014 in a newspaper of nationwide general circulation, and posted the REOI continuously in the agency website and in a conspicuous place in the agency's premises for seven days starting on the date of the advertisement.

Fifteen firms responded by submitting their Expression of Interest (EOI) and eligibility documents on or before the deadline specified in the REOI.

During the eligibility check conducted by the BAC on 24 November 2014, the BAC declared eight firms as ineligible for failing to pass all the eligibility requirements. Eight ineligible firms received their notice of ineligibility before the meeting adjourned. The seven other firms were declared by the BAC as eligible for shortlisting. One of the eight ineligible firms, Company H, filed a request for reconsideration with the BAC on 02 December 2014. After an assessment of the justification provided by the said ineligible bidder, the BAC decided on 05 December 2014 to grant its request for reconsideration and declared Company H as eligible.

After evaluating the eligibility documents submitted by the eight eligible bidders based on the criteria specified in the IAEB, the BAC determined the ratings of the eight bidders as follows:

- 1) Company A - 90.5 points
- 2) Company B - 85.5 points
- 3) Company C - 75.5 points
- 4) Company D - 69.5 points
- 5) Company E - 69.0 points
- 6) Company F - 68.5 points
- 7) Company G - 51.5 points
- 8) Company H - 49.5 points

The BAC deliberated on the number of firms to be included in the short list, and agreed to have a short list of six firms. All six firms were informed of their inclusion in the shortlist through a letter dated 22 December 2014 signed by the BAC Chairman. The RFP was forwarded to the six firms on 23 December 2014 stating, among other things, the place and deadline for the submission of the Technical and Financial Proposals.

A Pre-Bid Conference (PBC) was scheduled on 13 January 2015, while the deadline for submission of Technical and Financial Proposals was set on 23 January 2015, 10:00 am, at the Conference Room, 3rd floor, of the agency's building.

The BAC specified that the attendance of the six firms in the PBC is mandatory, and that failure to attend would be considered a ground for disqualification. All six firms attended the PBC. The BAC sent to all six bidders on 16 January 2015 the minutes of that conference, which reflected the changes in the Bidding Documents, but did not issue any Bid Bulletins.

Five of the six firms submitted their Technical and Financial Proposals on or before the 23 January 2015, 10:00 a.m. deadline, at the 3rd floor Conference Room. The sixth firm (Company F) arrived at the 3rd floor Conference Room at 10:03 a.m. and insisted that its Technical and Financial Proposals be accepted as they were in the building at 9:57 a.m., as recorded in the

security guard's logbook. The BAC decided to accept the Technical and Financial Proposals of Company F.

The BAC started opening the Technical Envelopes of the six firms at the time indicated in the RFP to determine the presence of the required Technical Documents. All the firms, except Company F, submitted all the required Technical Documents. Company F was declared disqualified by the BAC for failure to pass all the technical requirements. After agreeing with the declaration of the BAC of its disqualification, Company F accepted its Financial Proposal which was returned unopened by the BAC.

Before the detailed evaluation of the Technical Documents submitted by the five technically complying firms, the BAC deliberated on the sub-criteria and the corresponding weights. To more appropriately consider the requirements of the project, the general criteria were further subdivided. Based on the approved criteria, the BAC rated the five firms, resulting in the following ratings and rankings:

- (1) Company A - 88.5 points
- (2) Company B - 81.5 points
- (3) Company C - 71.5 points
- (4) Company D - 68.0 points
- (5) Company E - 65.5 points

The BAC sent a letter to Company A dated 16 February 2015, informing the firm that it submitted the Highest Rated Bid, and thus inviting it for contract and financial negotiations on 19 February 2015 at 9:00 am. The authorized representative of Company A met with the BAC and discussed, among others, its Financial Proposal. Upon opening of the Financial Proposal of Company A, the submitted bid price was read as P6,800,000, exceeding the ABC by P300,000. The BAC checked the calculation of Company A and it determined the correct bid price to be P6,550,000, still exceeding the ABC by P50,000. Company A then offered a discount of P50,000 so that the cost of its Financial Proposal would not exceed the ABC. Satisfied with the high technical score obtained by Company A, the BAC accepted the discount offered.

Negotiations were successfully completed on 20 February 2015. Company A was considered to have submitted the Highest Rated Responsive Bid after its successful post-qualification on 27 February 2004.

The BAC will deliberate on the award of contract. What steps, if any, are not consistent with the provisions of the IRR relating to the procurement of consulting services?

Analysis:

1. The BAC failed to post the REOI in the PhilGEPs website which is required by Section 21.2.1.a of the IRR.
2. The request for reconsideration by Company H which was declared by the BAC to be ineligible, should not have been favorably considered by the BAC as it was filed eight days after it received the notice of ineligibility. IRR Section 24.13 provides that prospective bidders "found ineligible have seven (7) calendar days upon written notice... within which to file a request for reconsideration with the BAC."

3. During the Pre-Procurement Conference, the BAC should have already determined the number of consultants comprising the short list, as provided in IRR Section 24.15.2. The Section further provides that “(s)hould less than the required number apply for eligibility and shortlisting, pass the Eligibility Check, and/or pass the minimum score required in the shortlisting, the BAC shall consider the same.” Determining the number of short list and the minimum score after the proposals have been received and during the actual shortlisting gives the BAC the flexibility to adopt a lesser or larger number of shortlisted firms, from three to seven, to favor a preferred firm.
4. The BAC is a recommendatory body. It should have obtained the approval of the HoPE for its recommended short list before inviting all the firms in the short list to submit proposals, as provided in IRR Section 24.5.4.
5. IRR Section 22.3 provides that attendance to the PBC shall not be mandatory, and should be conducted at least 12 days before the deadline for the submission and receipt of bids. Conducting it ten days before the deadline may not give the shortlisted bidders enough time to revise their proposals if these were affected by agreements reached during the PBC. To be binding on both parties, any agreements reached during the PBC should be stated in writing and issued as a Supplemental/Bid Bulletin, which the BAC failed to do.
6. The Technical and Financial Proposals of Company F should not have been accepted by the BAC as these were submitted beyond the deadline at the designated place, which is the 3rd floor Conference Room of the agency’s building, and not just at any other place. IRR Section 25.2 provides that “(b)ids submitted after the deadline should not be accepted by the BAC.”
7. The evaluation criteria for the Technical Proposals should also have been agreed upon by the BAC during the Pre-Procurement Conference. Although the BAC had not yet started evaluating the Technical Proposals when it finalized the evaluation criteria and could claim that they did not skew the criteria to favor a particular bidder, a losing bidder can exploit the situation and complain otherwise.
8. When the BAC calculated the cost of the Financial Proposal of Company A and determined that it exceeded the ABC, it should have disqualified Company A at this point as IRR Section 31 provides that the ABC shall be the upper limit or ceiling for acceptable bid prices. The discount offered by Company A should not have been accepted as this is tantamount to an improvement of its bid. Since Company A should have been disqualified, Company B should be invited by the BAC for negotiations as it has the second Highest Rated Bid. If negotiations and post-qualification were successful, Company B would be determined to have submitted the Highest Rated Responsive Bid, and recommended for award of the contract.

## **SECTION 9**

### **ADDENDA ON NEW GUIDELINES AND ISSUANCES**

Section 9 (last section) of the Main Guidelines of Procurement Manual Volume III is reserved for future revisions or changes in procedures, forms, policies or new circulars, amendments to the IRR of RA 9184, GPPB resolutions, DPWH Department Orders and other issuance after the approval and release of this original Procurement Manual Volume III. The corresponding revisions shall be made in this Section to guide the users accordingly. The Procurement Service

shall be responsible for updating the contents of the Procurement Manual Volume III, whenever new issuances or resolutions are issued by the relevant government agencies. It shall maintain a database of these issuances and guidelines in the DPWH website. Users are advised to refer to this Section 9 from time to time and as needed.

The prescribed format for each revision is as follows:

Section xxx: (Indicate the appropriate section of the Manual where the revision is to be made).

Sub-Section, Paragraph Number: (Indicate the appropriate sub-section and paragraph where the revision is to be made).

Page Number: (Indicate the appropriate page where the revision is to be made).

Applicable Amendment/Issuance: (Indicate the applicable issuance/ruling supporting the revision) (e.g. GPPB Circular 20-2017 dated May 5, 2017 or DPWH Department Order 123, series of 2017).

Use the following format to show revisions: Where possible, use italicized font to show the change/revision.

Original Provision	Revised Provision

**DEPARTMENT OF PUBLIC WORKS AND  
HIGHWAYS**

**PROCUREMENT MANUAL**

**VOLUME III – CONSULTING SERVICES  
ANNEX III-1.1: STANDARD BIDDING  
DOCUMENTS**

**27 June 2016**

## Preface

These Standard Bidding Documents (**SBDs**) for the procurement of Consulting Services through Competitive Bidding of the Department of Public Works and Highways (DPWH) have been prepared by the DPWH as template for use by all its Procuring Entities. The **SBDs** are patterned after the Philippine Bidding Documents (**PBDs**) which have been developed by the Government Procurement Policy Board (GPPB), together with the Asian Development Bank (ADB), the Japan International Cooperation Agency (JICA), and the World Bank (WB), for use in projects that are financed in whole or in part by the Government of the Philippines (GOP) or any foreign government/foreign or international financing institution in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184). But the **PBDs** have been customized into these DPWH **SBDs** to suit the specific conditions and requirements of the DPWH.

For each particular contract to be procured by the DPWH, the Procuring Entity shall convert or adapt the **SBDs** into contract-specific Bidding Documents (**BDs**) which clearly and adequately define, among other things:

- a. the objectives, scope, and expected outputs and/or results of the proposed contract;
- b. the minimum eligibility requirements of bidders, such as track record to be determined by the HOPE;
- c. the expected contract duration, delivery schedule and/or time frame; and
- d. the obligations, duties, and/or functions of the winning bidder.

The following Sections of the **SBDs** are intended to be used unchanged in all procurement of Consulting Services:

- Part I, Section II – Eligibility Documents
- Part II, Section II - Instructions to Bidders (**ITB**)
- Part II, Section IV - General Conditions of Contract (**GCC**)

On the other hand, data and provisions specific to the procurement of a particular Consulting Services should be included in the following Sections:

- Part I, Section I – Request for Expression of Interest (**REOI**)
- Part I, Section III - Eligibility Data Sheet (**EDS**)
- Part I, Section IV – Notice of Eligibility
- Part I, Section V – Notice of Short List and Request for Proposal (**RFP**)
- Part II, Section III - Bid Data Sheet (**BDS**)

- Part II, Section IV - Special Conditions of Contract (**SCC**)
- Part II, Section V – Terms of Reference (**TOR**)
- Part II, Section VI - Bidding Forms (**BFs**)
- Part II, Section VII - Appendices

The Procuring Entity should carefully check the relevance of the provisions of the **SBDs** against the requirements of the specific Consulting Services to be procured. The following general directions should be observed when using the **SBDs** and converting them into the contract-specific **BDS**:

- a. All the documents listed in the Table of Contents of the **SBDs** are normally required for the procurement of Consulting Services. However, they should be adapted as necessary to the circumstances of the particular contract.
- b. These **SBDs** are divided into Part I and Part II.
  - Documents under Part I shall be made available to all entities/prospective bidders who intend to respond to the Request for Expression of Interest (**REOI**).
  - Documents under Part II shall be made available to bidders that have been determined by the Procuring Entity as eligible and shortlisted to submit bids for the Consulting Services at hand.
- c. Specific details, such as the “name of the Procuring Entity” and “address for proposal submission,” should be furnished in the **REOI**, **EDS**, Notice of Eligibility, Notice of Shortlisting and **RFP**, **BDS**, **SCC**, and **TOR**. The final documents should contain neither blank spaces nor options.
- d. This Preface and the footnotes or notes in italics included in the **REOI**, **EDS**, **BDS**, **SCC**, Terms of Reference (**TOR**), and Appendices are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The **BDS** should contain no footnotes except Part II, Section VII – Bidding Forms since these provide important guidance to Bidders.
- e. The criteria for evaluation and the various methods of evaluation in the Instructions to Bidders (**ITB**) should be carefully reviewed. Only those that are selected to be used for the procurement hand should be retained and expanded in the **BDS**, as required in the **BDS**. The criteria that are not applicable should be deleted from the **BDS**.
- f. The cover of the **BDS** should be modified as required to identify the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- g. If modifications must be made to bidding procedures, they can be presented in the **BDS**. Modifications/clarifications of the **GCC** should be provided in the **SCC**. For easy completion, whenever reference has to be made to specific clauses in the **EDS**, **BDS**, or **SCC**, these terms shall be printed in bold type face on Part I, Section II - **EDS**, Part II, Section I - **ITB**, and Part II, Section III - **GCC**, respectively.

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## **ANNEX III-1.1A**

### ***Part I, Section I. Request for Expression of Interest (REOI)***

The **REOI (Form DPWH CONS-03)** provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The **REOI** shall be:

- (a) advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.2 of the IRR of RA 9184;
- (b) posted continuously on the website of the DPWH, starting on the date of advertisement until the deadline for the submission and receipt of bids; and on the website of the Philippine Government Electronic Procurement System (PhilGEPS), and, if applicable, the website prescribed by the foreign government/foreign or international financing institution, continuously for seven (7) calendar days starting on the date of advertisement of the **REOI**.
- (c) posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.

Apart from the essential items listed in the Bidding Documents, the **REOI** should also indicate the following:

- (a) The date of availability of the Eligibility Documents, the place where it may be secured and the deadline for submission of the Expression of Interest (EOI) together with the application for eligibility;
- (b) The set of criteria and rating system for shortlisting of prospective bidders to be used for the particular contract to be Bid, which shall consider the following, among others:
  - (i) Applicable experience of the consulting firm and members in case of joint ventures or, in the case of new firms, the individual experiences of the principal and proposed project manager/team leader and other key staff, including the times when employed by other consultants;
  - (ii) Qualification of key personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking; and
  - (iii) Job capacity.
- (c) The number of consultants to be shortlisted and the procedure to be used in the evaluation of Bids of short listed consultants, *i.e.*, QBE or QCBE; and if QCBE, the weights to be allocated to the Technical and Financial Proposals; and

(d) The contract duration.

In the case of WB funded projects, the Request for Expression of Interest shall be sent to all who have expressed an interest in undertaking the services as a result of any General Procurement Notice issued. In addition, it shall also be sent to all heads of associations of consultants within the area where the project will be undertaken.

## ***[Letterhead of Procuring Entity]***

# **REQUEST FOR EXPRESSION OF INTEREST (REOI) FOR *[Insert name of Project]***

1. ***Select one of the two following paragraphs and delete the other depending on the Funding Source:***

- a) ***If the Funding Source is GOP:***

The *[insert name of Procuring Entity]*, through the *[insert source of funding and year]*<sup>1</sup> intends to apply the sum of *[insert the amount allocated for the contract]* being the Approved Budget for the Contract (ABC) to payments under the contract for *[insert name/no. of contract]*. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.

- b) ***If the Funding Source is a foreign government/foreign or international financing institution:***

The Government of the Philippines (GOP) *[has received/has applied for/intends to apply for]* a *[Loan/Credit/Grant]* from the *[state the foreign government/foreign or international financing institution,]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[loan/credit/Grant]* to payments under the contract for *[insert name/no. of contract]*.

2. The *[insert name of the Procuring Entity]* now calls for the submission of eligibility documents for *[insert brief description of services to be procured]*<sup>2</sup>. Interested consultants must submit their eligibility documents on or before *[insert date and time of the opening of Eligibility Documents]* at *[insert address for place of submission]*. Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion.
3. The BAC shall draw up the short list of consultants from those who have submitted *[Eligibility Documents/Expression of Interest]* and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act”, and its Implementing Rules and Regulations (IRR). The short list shall consist of *[insert number of short list allowed]*<sup>3</sup> prospective bidders who will be entitled to submit bids. The criteria and rating system for short listing are:

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<sup>1</sup> General Appropriations Act (GAA) and/or Multi-Year Obligational Authority (MYOA).

<sup>2</sup> A brief description of the **TOR** of the Consulting Services should be provided, including outputs/deliverables, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

<sup>3</sup> For World Bank financed contracts, the short list should be six (6) Consultants.

*[Insert here a general statement on the criteria and rating system to be used for the shortlisting]*

**4. Select one of the two following paragraphs, and delete the other depending on the Funding Source:**

**a) If the Funding Source is GOP:**

Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the IRR of RA 9184.

*In addition, select one of the two following paragraphs and delete the other depending on the existence of the condition under Section 24.3.3 of the IRR of RA 9184:*

*(i) Select this paragraph if Filipino consultants have sufficient expertise and capability to render the services required under the project:* Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

*(ii) Select this paragraph if Filipino consultants do not have sufficient expertise and capability to render the services required under the project:* Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.

**b) If the Funding Source is a foreign government/foreign or international financing institution:**

Bidding will be conducted in accordance with relevant procedures for open competitive bidding as specified in the IRR of RA 9184 with some amendments, as stated in these Bidding Documents and is open to all bidders from eligible source countries as defined in the applicable guidelines of the *[state the foreign government/foreign international financing institution concerned]*.

- 5.** The Procuring Entity shall evaluate bids using the *[indicate if Quality Based Evaluation/Selection (QBE/QBS), Quality-Cost Based Evaluation/Selection (QCBE/QCBS), Fixed Budget Selection, or Least-Cost Selection]* procedure. *[In case QCBE is used, insert the following sentence here: The Procuring Entity shall indicate the weights to be allocated for the Technical and Financial Proposals]*. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.
- 6.** The contract shall be completed within *[insert the expected contract duration in days or months]*.
- 7.** Insert the following three paragraphs if the Procuring Entity will adopt Electronic Bidding, pursuant to GPPB Resolution No. 13-2013:

*As stipulated in Section 8.2.4.3 of the Implementing Rules and Regulations of RA 9184, “the PhilGEPS may support the implementation of e-Bid submission processes, which includes creation of electronic bid forms, creation of bid box, delivery of bid submissions, notification to supplier of receipt of bids, bid receiving and electronic bid evaluation. This facility shall cover all types of procurement for goods, infrastructure projects and consulting services.”*

*E-Bid submission shall be conducted wherein bidders shall submit their bids electronically through the PhilGEPS. Manual submission of bids shall not be allowed. This notwithstanding, bidders who submit e-bids shall be required to submit hard copies of the documents submitted electronically for purposes of validation and/or verification during the electronic opening in the event the BAC encounters technical problems or difficulty in opening e-bids. For this purpose, bidders shall register as Platinum Members in the Government-Official Merchants Registry (OMR). In addition, bidders who have purchased the Bidding Documents for this project shall be tagged as pilot users of the e-Bidding.*

*Registered e-bidding pilot users can download the original copy of the bidding documents including the electronic bid response form, submit and modify bids online, submit queries online and monitor the progress of bidding online.*

8. The *[insert name of the Procuring Entity]* reserves the right to reject any and all bids, annul the bidding process, or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

*[Insert name of officer]  
[Insert name of office]  
[Insert postal address] and/or [Insert street address]  
[Insert telephone number, indicate city code]  
[Insert contact’s email address]  
[Insert facsimile number]  
[Insert website address, if applicable]*

*[Date Issued]*

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*[Insert Name and Signature of the BAC  
Chairperson or the Authorized  
Representative of the BAC Chairperson]*

***ANNEX III-1.1B***  
***Part I, Section II. Eligibility Documents (EDs)***

**Notes on the EDs**

This Section provides the information necessary for prospective bidders to prepare responsive **Eligibility Documents (EDs)** in accordance with the requirements of the Procuring Entity.

The provisions contained in this Section are to be used unchanged. Additional information or requirements particular to each contract shall be specified in the **Eligibility Data Sheet (EDS)**.

# Eligibility Documents (EDs)

## 1. Eligibility Criteria

1.1. Consultants are eligible to participate in the bidding for Consulting Services of the DPWH if they comply with the following criteria:

(a) Submission of Complete Eligibility Documents

The Consultant must submit all of the required Eligibility Documents required in Section 2.3.7-b of this Manual Volume III.

(b) Legal and Regulatory Requirements:

The Consultant must be either of the following, as shown in its submitted Class “A” and Class “B” Documents:

- (1) Duly licensed Filipino citizen/sole proprietorship.
- (2) Partnership duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines.
- (3) Corporation duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines.
- (4) Cooperative duly organized under the laws of the Philippines.
- (5) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract, provided that Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JV agreement.

When the types and fields of Consulting Services involve the practice of professions regulated by law, the appropriate regulatory laws shall be applied, as specified in the **EDS**.

In accordance with DPWH DO No. 195, series of 1992, pursuant to the provisions of RA 544, the procurement and employment of corporations as consultants for the practice of civil engineering under locally-funded projects is not allowed. For Feasibility Studies and non-civil engineering services involving multi-disciplinary services, corporations, partnerships, and sole proprietorships shall be allowed, but licensing requirements on regulated professions shall be applied.

- 1.2. To manifest trust and confidence in and promote the development of Filipino consultancy, Filipino consultants shall be hired whenever the services required for the project are within the expertise and capability of Filipino consultants. For this purpose, the DPWH, through the Procurement Service, in consultation with the umbrella organization of Filipino consultants, shall prepare a list of services within the expertise and capability of Filipino consultants. When the services required are not in that list, foreign consultants may be considered which shall be so indicated in the EDS.

## 2. Expression of Interest (EOI) and Required Eligibility Documents

- 2.1. If a consultant intends to participate in the bidding for this contract in response to the Procuring Entity's **Request for Expression of Interest (REOI)**, the consultant must submit its **Expression of Interest (EOI)**, using **Form DPWH CONSL-05**, together with the following required **Eligibility Documents** on or before the date of the Eligibility Check specified in the **REOI** and Clause 5 of these **EDs**, for purposes of determining eligibility of prospective bidders:

- (a) Class "A" Documents –

### Legal Documents

- (i) Registration certificate from Securities and Exchange Commission (SEC) in the case of a Partnership or Corporation, Department of Trade and Industry (DTI) in the case of a sole proprietorship, or Cooperative Development Authority (CDA) in the case of a cooperative, or any proof of such registration as stated in the **EDS**;
- (ii) Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

For an individual consultant participating in the exercise of a profession and not under a sole proprietorship, a BIR Certificate of Registration shall be submitted, in lieu of the DTI registration and the Mayor's Business Permit.

- (iii) Tax Clearance per Executive Order (EO) No. 298, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

### Technical Documents

- (iv) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period provided in the **EDS**. The consultant shall use **Form DPWH-CONSL-06(TPF2A)** and **Form DPWH-CONSL-07(TPF2B)** for this purpose. The statement shall include, for each contract, the following:

- (iv.1) the name and location of the contract;
  - (iv.2) date of award of the contract;
  - (iv.3) type and brief description of consulting services;
  - (iv.4) consultant's role (whether main consultant, subcontractor, or partner in a JV) and description of specific services it provided;
  - (iv.5) amount of contract;
  - (iv.6) contract duration; and
  - (iv.7) certificate of satisfactory completion or equivalent document specified in the **EDS** issued by the client, in the case of a completed contract;
- (v) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2 of these **EDs**.

*Financial Document*

- (vi) The consultant's audited financial statements, showing, among others, the consultant's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

To facilitate determination of eligibility, however, the BAC of a Procuring Entity shall use the contents of the PhilGEPS electronic registry of consultants, in accordance with Section 8.5.2. However, consultants participating in the procurement by a Philippine Foreign Service or Post shall be allowed to submit their eligibility documents under Section 24.1, in lieu of the PhilGEPS Certificate of Registration required in Section 8.5.2; provided that the winning bidder should register with the PhilGEPS in accordance with Section 37.1.4 (**IRR Section 24.4.3**).

All bidders shall maintain a current and updated file of their Class "A" Documents, and shall submit the PhilGEPS Certificate of Registration and Membership to the Procuring Entity, in lieu of the said Documents. For foreign bidders, the foregoing documents may be substituted by the appropriate equivalent documents in English, if any, issued by the country of the bidder concerned. These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original,

and all statements and information provided therein are true and correct (**IRR Section 8.5.2**).

(b) Class “B” Document –

Valid joint venture agreement (JVA), using **Form DPWH CONSL-08**, in case a joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners shall be included in the bid, to the effect that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the Bid Security. Each partner of the joint venture shall submit its PhilGEPS Certificate of Registration in accordance with **IRR Section 8.5.2**. The submission of technical and financial documents by any of the joint venture partners constitutes compliance.

- 2.2. In the case of foreign consultants, the foregoing eligibility requirements under Class “A” Documents may be substituted by the appropriate equivalent documents, if any, issued by the foreign consultant’s country.
- 2.3. The eligibility requirements or statements and all other documents to be submitted to the BAC must be in English. A translation of the documents in English certified by the appropriate embassy or consulate in the Philippines must accompany the eligibility requirements under Classes “A” and “B” Documents if they are in other foreign language.
- 2.4. Prospective bidders may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities through a JV or subcontracting arrangements, as appropriate. However, subcontractors may only participate in the bid of one short listed consultant. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with, or subcontracting part of the project to, Filipino Consultants.
- 2.5. If a prospective bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in Clause 2.1 above.
- 2.6. The prospective bidders shall be guided by the Checklist of Required Eligibility Documents in **Form DPWH-CONSL-05**.
- 2.7. If, as indicated in the **EDS**, Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the following procedure shall be observed with regard to the registry with the PhilGEPS:
  - (a) To facilitate determination of eligibility and subject to the Government Official Merchants (OMR) guidelines, a Procuring Entity may use the registry system of the PhilGEPS that allows submission and/or recording/entry of eligibility requirements simultaneously with registration, as mentioned in Clause 2.1(a) above.

- (b) Only a Certified Member with the appropriate classification can avail of the PhilGEPS advance eligibility submission by uploading their electronic documents to the PhilGEPS document library, which can be accessed for current or future procurements.
- (c) Submission of eligibility requirements to the PhilGEPS document library is not tantamount to a finding of eligibility.

### **3. Format and Signing of Eligibility Documents**

- 3.1.** Prospective bidders shall submit their Eligibility Documents, together with its EOI, through their duly authorized representative on or before the deadline specified in Clause 5.
- 3.2.** Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 3.3.** The eligibility documents, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the prospective bidder.
- 3.4.** Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.

### **4. Sealing and Marking of Eligibility Documents**

- 4.1.** Unless otherwise indicated in the **EDS**, prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked “ORIGINAL – ELIGIBILITY DOCUMENTS”. Each copy of shall be similarly sealed duly marking the envelopes as “COPY NO. \_\_\_ - ELIGIBILITY DOCUMENTS”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 4.2.** The original and the number of copies of the eligibility documents as indicated in the **EDS** shall be typed or written in indelible ink and shall be signed by the prospective bidder or its duly authorized representative/s.
- 4.3.** All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the prospective bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC specified in the **EDS**;
  - (d) bear the specific identification of this Project indicated in the **EDS**; and

- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of eligibility documents, in accordance with Clause 5.

4.4. If the eligibility documents are not sealed and marked as required, the Procuring Entity will assume no responsibility for its misplacement or premature opening.

## **5. Deadline for Submission of Eligibility Documents**

Eligibility documents must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **REOI** and the **EDS**.

## **6. Late Submission of Eligibility Documents**

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 5 shall be declared “Late” and shall not be accepted by the Procuring Entity.

## **7. Modification and Withdrawal of Eligibility Documents**

7.1. The prospective bidder may modify its eligibility documents after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline specified in Clause 5. The prospective bidder shall not be allowed to retrieve its original eligibility documents, but shall be allowed to submit another set equally sealed, properly identified, linked to its original bid marked as “ELIGIBILITY MODIFICATION” and stamped “received” by the BAC. Modifications received after the applicable deadline shall not be considered and shall be returned to the prospective bidder unopened.

7.2. A prospective bidder may, through a letter of withdrawal, withdraw its eligibility documents after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of eligibility documents.

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

## **8. Opening and Preliminary Examination of Eligibility Documents**

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

- 8.2.** Letters of withdrawal shall be read out and recorded during the opening of eligibility documents and the envelope containing the corresponding withdrawn eligibility documents shall be returned unopened to the withdrawing prospective bidder. If the withdrawing prospective bidder's representative is present during the opening, the original eligibility documents and all copies thereof shall be returned to the representative during the opening of eligibility documents. If no representative is present, the eligibility documents shall be returned unopened by registered mail.
- 8.3.** A prospective bidder determined as "ineligible" has seven (7) calendar days upon written notice or, if present at the time of the opening of eligibility documents, upon verbal notification, within which to file a request for reconsideration with the BAC: Provided, however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the prospective bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed prospective bidder signifies his intent to file a request for reconsideration, in the case of a prospective bidder who is declared ineligible, the BAC shall hold the eligibility documents until such time that the request for reconsideration or protest has been resolved.
- 8.4.** The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:
- (a) the name of the prospective bidder;
  - (b) whether there is a modification or substitution; and
  - (c) the presence or absence of each document comprising the eligibility documents vis-à-vis a checklist of the required documents.
- 8.5.** The eligibility of each prospective bidder shall be determined by examining each bidder's eligibility requirements or statements against a checklist of requirements, using non-discretionary "pass/fail" criterion, as stated in the Request for Expression of Interest, and shall be determined as either "eligible" or "ineligible." If a prospective bidder submits the specific eligibility document required, he shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular eligibility requirement concerned. If a prospective bidder is rated "passed" for all the eligibility requirements, he shall be considered eligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "eligible." If a prospective bidder is rated "failed" in any of the eligibility requirements, he shall be considered ineligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "ineligible." In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

## **9. Shortlisting of Consultants**

- 9.1. Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the **EDS** shall be considered for short listing.
- 9.2. The number of consultants to comprise the short list shall be specified in the **EDS**.
- 9.3. The BAC of the Procuring Entity shall draw up the short list of prospective bidders from those declared eligible using the following set of criteria and rating system pursuant to the provisions of DPWH DO 07, series of 2015:

**Table 9.1. Criteria for Shortlisting (DPWH DO 07, series of 2015)**

Criteria		Maximum Points											
<p><b>1. Experience of the Firm</b></p> <p>The firm, or its proposed Project Manager/Team Leader for the services to be procured, must have satisfactorily completed one services contract similar to, and with the following cost as a percentage of the Approved Budget for the Contract (ABC) of, the services to be procured.</p> <table border="1" data-bbox="183 862 646 1075"> <thead> <tr> <th>Cost of Completed Contract as % of ABC</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>50% or more</td> <td>35</td> </tr> <tr> <td>40% to &lt;50%</td> <td>25</td> </tr> <tr> <td>30% to &lt;40%</td> <td>15</td> </tr> <tr> <td>&lt;30%</td> <td>0</td> </tr> </tbody> </table> <p>If the firm or its Project Manager/Team Leader has not completed any similar contract, it shall be disqualified.  <u>Additional guidelines</u> are given in Clause 9.4 below.</p>		Cost of Completed Contract as % of ABC	Points	50% or more	35	40% to <50%	25	30% to <40%	15	<30%	0	35	
Cost of Completed Contract as % of ABC	Points												
50% or more	35												
40% to <50%	25												
30% to <40%	15												
<30%	0												
<p><b>2. Qualifications of Principals and Key Personnel of the Firm</b></p> <p>The principals and key personnel of the firm, as a whole, must meet the following requirements:</p>		40											
2.1 <u>Education</u>		10	10										
Relevant Bachelor's Degree, minimum requirement		(8.0)	(8.5)										
Relevant Master's Degree, additional point		(1.0)	(0.5)										
Relevant Doctor's Degree, additional point		(0.5)	(0.5)										
Relevant Publications and Training, additional point		(0.5)	(0.5)										
2.2 <u>Experience</u>		30	30										
<p>a. <u>Minimum No. of Years of Similar Experience:</u></p> <table border="1" data-bbox="191 1556 941 1769"> <thead> <tr> <th>Position</th> <th>Years</th> </tr> </thead> <tbody> <tr> <td>Project Manager/Team Leader</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Other Key Personnel [insert personnel A] [insert personnel B...N]</td> <td>5-7 as indicated in the BDs [insert year] [insert year]</td> </tr> </tbody> </table>		Position	Years	Project Manager/Team Leader	10	Other Key Personnel [insert personnel A] [insert personnel B...N]	5-7 as indicated in the BDs [insert year] [insert year]						
Position	Years												
Project Manager/Team Leader	10												
Other Key Personnel [insert personnel A] [insert personnel B...N]	5-7 as indicated in the BDs [insert year] [insert year]												
<p>b. <u>Rating of Experience</u></p> <table border="1" data-bbox="191 1825 750 2016"> <thead> <tr> <th>No. of Years of Similar Services</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>2.0 x min. no. required or more</td> <td style="text-align: center;">30.0</td> </tr> <tr> <td>(1.5 to &lt;2.0) x min. yrs required</td> <td style="text-align: center;">25.0</td> </tr> <tr> <td>(1.0 to &lt;1.5) x min. yrs required</td> <td style="text-align: center;">20.0</td> </tr> <tr> <td>&lt; min. yrs required</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>		No. of Years of Similar Services	Points	2.0 x min. no. required or more	30.0	(1.5 to <2.0) x min. yrs required	25.0	(1.0 to <1.5) x min. yrs required	20.0	< min. yrs required	0		
No. of Years of Similar Services	Points												
2.0 x min. no. required or more	30.0												
(1.5 to <2.0) x min. yrs required	25.0												
(1.0 to <1.5) x min. yrs required	20.0												
< min. yrs required	0												

<u>Additional guidelines are given in Clause 9.5.</u> <u>The Total Rating for Experience should not exceed 30 points.</u>													
<b>Total Score, Qualifications of Principals and Key Personnel</b>		<b>40</b>	<b>40</b>										
<b>3. Job Capacity</b> The firm must meet the following requirements:		25											
3.1 <u>Adequate No. of Technical Personnel for the Contract</u>		(10)											
<table border="1"> <thead> <tr> <th>No. of Permanent Relevant Tech. Personnel as % of Proc Entity's Estd No. for the Contract</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>&gt;150%</td> <td>10</td> </tr> <tr> <td>100%-150%</td> <td>5</td> </tr> <tr> <td>&lt;100%</td> <td>0</td> </tr> </tbody> </table>		No. of Permanent Relevant Tech. Personnel as % of Proc Entity's Estd No. for the Contract	Points	>150%	10	100%-150%	5	<100%	0				
No. of Permanent Relevant Tech. Personnel as % of Proc Entity's Estd No. for the Contract	Points												
>150%	10												
100%-150%	5												
<100%	0												
3.2 <u>Adequate Capacity Net of Existing Workload</u>													
<table border="1"> <thead> <tr> <th>No. of On-Going Contracts, Govt and Private</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>None</td> <td>15</td> </tr> <tr> <td>1-3</td> <td>10</td> </tr> <tr> <td>4-5</td> <td>5</td> </tr> <tr> <td>&gt;5</td> <td>0</td> </tr> </tbody> </table>		No. of On-Going Contracts, Govt and Private	Points	None	15	1-3	10	4-5	5	>5	0		
No. of On-Going Contracts, Govt and Private	Points												
None	15												
1-3	10												
4-5	5												
>5	0												
<b>Total</b>		100											
<sup>1</sup> FS/DED - Feasibility Study/Detailed Engineering Design													
<sup>2</sup> CS - Construction Supervision													
<b>To be eligible for inclusion in the short list, a consultant must obtain a Minimum or Passing Total Rating of 60 points (or score of 60%).</b>													

**9.4. Additional Guidelines for Evaluating the Experience of the Firm (Criterion 1).**

In evaluating the completed similar work experience of the firm, the Procuring Entity shall observe the guidelines indicated in Tables 9.2 to 9.5 below.

**Table 9.2 Completed Similar Projects to be Considered in Shortlisting**

<b>Project in Consulting Services to be Procured</b>	<b>Completed Similar Projects to be Considered in Shortlisting</b>
Road	Highway, Expressway Road Section, Airport Runway/Taxiway/Apron, Underpass, Tunnel for Road
Bridge	Viaduct, Flyover, Interchange, Wharf/Pier, Elevated Railway
Tunnel	Aqueduct, Subway
River Works	Revetment/River Wall, Dike, Spur Dike, Ground Sill, Floodway, Dam, Dredging
Urban Drainage	Pumping stations, Floodgates, Sluiceway, Drainage System (Canals, Culverts, Pipes), Irrigation Canals and Drainage
Coastal Protection	Seawall, Groins, Coastal Dike
Dams	Dike, Water Impounding, Sediment Control, Retarding Basin
Building	School, Hospital, Residential/Commercial Building

**Table 9.3 Completed Similar Services to be Considered in Shortlisting**

<b>Services to be Procured</b>	<b>Completed Similar Services to be Considered in Shortlisting</b>
Parcellary Survey	Detailed Engineering Design (DED) if Parcellary Survey is included therein
Soil Investigations	Preliminary Engineering Design (PED)/DED if Soil Investigations are included therein
Topographic Survey	PED/DED if Topographic Survey is included therein

**Table 9.4 Completed Related Services to be Considered in Shortlisting**

<b>Services to be Procured</b>	<b>Completed Related Services to be Considered in Shortlisting</b>
Feasibility Study (FS)	DED, Pre-Feasibility Study, Business Case Study, Master Plan Preparation
DED	PED, Conceptual Design, Basic Design

**Table 9.5 Weights to be Applied to Schedule of Ratings for Experience of the Firm in Table 9.1**

<b>Case</b>	<b>Conditions</b>	<b>Weight</b>
A	Completed services similar to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	100%
B	Completed services similar to services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	20%
C	Completed services related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	20%
D	Completed services related to services to be infrastructure in services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	0
E	Completed services not related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	0
F	Completed services not related to services to be procured Infrastructure in completed services different from infrastructure in services to be procured.	0

**9.5. Additional Guidelines for Evaluating the Experience of the Key Personnel of the Firm (Criterion 2).**

“Years of related services” shall be converted to “equivalent years of similar services” using the multipliers in Table 7 below, and added to the actual years of similar services, provided that the personnel meets at least 50% of the minimum number of years of similar services in 2.2a. The Total Rating for Experience should not exceed 30 points.

**Table 9.5 Multipliers to Convert “Related” to “Equivalent Similar” Years of Services of Key Personnel**

<b>Position</b>	<b>Similar Position 100%</b>	<b>Highly Related Position - 75%</b>	<b>Moderately Related Position - 50%</b>	<b>Slightly Related Position - 25%</b>
P1.Project Manager	P1, same S and same I	P1, same S and different I or P1, different S and same I	P1, different S and different I or P2, same S and different I or P2, different S and same I or P2, same S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I

P2. Senior Infra Position	P2, same S and same I	P2, same S and different I or P2, different S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I	P3, different S and different I
P3. Other Positions	P3, same S; and same I	P3, same S and different I or P3, different S and same I	P3, different S and different I	

Note: P - Position

S - Type of consulting services (e.g., FS, DED, CS)

I - Type of infrastructure (e.g., Road, Flood Control, etc.)

For the evaluation of the eligibility of the bidders, the BAC shall assign weights to the key personnel required which reflect the relative importance of their responsibilities and inputs in the contract being procured. The weights shall be indicated in the **EDS**. This is illustrated in the following *example*.

**Table 9.6 Weights of Key Personnel - Example**

<b>Position</b>	<b>Number of Personnel</b>	<b>Weight per Personnel</b>	<b>Total Weight</b>
<i>Project Manager</i>	<i>1</i>	<i>20%</i>	<i>20%</i>
<i>Chief Highway Engineer</i>	<i>1</i>	<i>10%</i>	<i>10%</i>
<i>Structural Engineer</i>	<i>2</i>	<i>8</i>	<i>16%</i>
<i>Geotechnical Engineer</i>	<i>1</i>	<i>5</i>	<i>5%</i>
<i>Economist</i>	<i>2</i>	<i>6</i>	<i>12%</i>
	<i>... etc.</i>	<i>... etc.</i>	<i>... etc.</i>
	<i>15</i>		<i>100%</i>

- 9.6.** To qualify for short listing, the bidder's Total Rating must at least be equal to the required Minimum or Passing Rating of 60 points (i.e., Score of 60%), in accordance with DO 07, series of 2015.
- 9.7.** In the case of consulting services other than FS/DED/CS (e.g., institutional development), the BAC shall adopt the schedule of rating points for Qualifications of Key Personnel of the Firm indicated in the **EDS**.
- 9.8.** To be shortlisted, a bidder must obtain the Required Minimum or Passing Total Rating of 60% pursuant to the provisions of DPWH DO 07, series of 2015.
- 9.9.** Shortlisted consultants shall be invited to participate in the bidding for this project through a Letter of Invitation to Bid issued by the BAC of the Procuring Entity.
- 9.10.** Only bids from shortlisted bidders shall be opened and considered for award of contract. These shortlisted bidders, whether single entities or JVs, should confirm in their bids that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.

***ANNEX III-1.1C***  
***Part I, Section III. Eligibility Data Sheet (EDS)***

**Notes on the EDS**

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

The Procuring Entity should specify in this Section the information and requirements specific to the circumstances of the Procuring Entity, including the criteria for shortlisting the eligible bidders.

In preparing this Section, the following aspects should be checked:

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

## Eligibility Data Sheet

Eligibility Documents	
1.1	<i>State the types and fields of Consulting Services that will be performed in relation to the Project and the appropriate GOP regulatory laws applicable.</i>
1.2	<p><i>Select one, delete the other.</i></p> <p><i>If foreign participation is not allowed:</i> No further instructions.</p> <p><i>If foreign participation is allowed:</i> Foreign consultants may be eligible to participate in this Project, subject to the following qualifications:</p> <p>a) must be registered with the SEC and/or any agency authorized by the laws of the Philippines;</p> <p>b) when the types and fields of consulting services in which the foreign consultant wishes to engage involve the practice of regulated professions, the foreign consultant must be authorized by the appropriate GOP professional regulatory body specified in Clause 1.1 to engage in the practice of those professions and allied professions: <i>Provided, however,</i> That the limits of such authority shall be strictly observed.</p>
2.1a.(i)	<i>List any additional acceptable proof of registration mentioned in the EDs Clause or state “No additional Requirements.”</i>
2.1a.(iv)	The statement of all ongoing and completed government and private contracts shall include all such contracts within <i>[state relevant period]</i> prior to the deadline for the submission and receipt of eligibility documents.
2.1a.(iv)(iv.7)	<i>State acceptable proof of satisfactory completion of completed contracts.</i>
2.7	<i>State whether Electronic Bidding will be adopted in this procurement.</i>
4.2	Each prospective bidder shall submit one (1) original and <i>[insert number of copies required]</i> copies of its eligibility documents.
4.3(c)	<i>State the Bids and Awards Committee of the Procuring Entity concerned with the Project.</i>
4.3(d)	<i>State specific details concerning the identification of the Project.</i>
5	<p>The address for submission of eligibility documents is <i>[insert address]</i>.</p> <p>The deadline for submission of eligibility documents is <i>[insert time and date]</i>.</p>
8.1	<p>The place of opening of eligibility documents is <i>[insert address]</i>.</p> <p>The date and time of opening of eligibility documents is <i>[insert time and date]</i>.</p>
9.1	Similar contracts shall refer to <i>[insert description of similar contracts or state</i>

	“No further instructions”].
9.2	The number of consultants that shall comprise the short list is <i>[insert number]</i> .
9.4	In the evaluation of the eligibility of the bidders, the following weights of the key personnel required shall be used to reflect the relative importance of their responsibilities and inputs in the contract being procured: <i>[Indicate key personnel and their respective weights]</i>
9.5	In the case of consulting services other than FS/DED/CS (e.g., institutional development), the schedule of rating points for Qualifications of Key Personnel of the Firm shall be as follows: <i>[Insert schedule]</i>

***ANNEX III-1.1D***  
***Part I, Section IV. Notice of Eligibility***

**Note:**

The Procuring Entity shall issue the attached Notice of Eligibility (Form DPWH-CONSL-10) to all bidders that meet the Eligibility Requirements.

Procurement ID/Contract ID:  
Contract Name:  
Contract Location:

*[Name of Procuring Entity]*  
*[Address]*

**NOTICE OF ELIGIBILITY**

*[Insert Date]*

*[Name and Address of Consultant]*

Dear *[Addressee]*:

Based on the Eligibility Check of the bidders for the *[insert Name of Contract]* that we conducted on *[insert date]*, we are pleased to inform you that you are eligible.

We are now conducting the shortlisting of eligible bidders. We shall inform you of its results as soon as possible.

Very truly yours,

*(Name)*

*(Designation)*

Chairman, BAC for Consultancy Services

Received by *(Name of Firm)*

\_\_\_\_\_  
Signature over Printed Name of the Representative  
Date \_\_\_\_\_

***ANNEX III-1.1E***  
***Part I, Section V. Notice of Short List and Request  
for Proposals (RFP)***

**Note:**

The Procuring Entity shall issue the attached Notice of Short List and Request for Proposals (RFP) (Form DPWH-CONSL-16) to all shortlisted bidders.

Procurement ID/Contract ID:  
Contract Name:  
Contract Location:

***[Name of Procuring Entity]***  
***[Address]***  
***Notice of Short List and Request for Proposals***  
***(RFP)***

*[Date]*

*[Name and Address of Consultant]*

Dear *[Addressee]*:

Based on our evaluation of eligible bidders for the *[insert Name of Contract]*, we are pleased to inform you that you have been included in our short list of consultants for the said Contract.

The following is the complete short list:

- 1. Name of the Shortlisted Bidder*
- 2. Name of the Shortlisted Bidder*
- n. Name of the Shortlisted Bidder*

We now issue this Request for Proposals (RFP) for you to provide the following Consulting Services: *[insert short description of the scope of services]*. More details on the Services are provided in the Terms of Reference (TOR) included in the Bidding Documents for the Contract.

You may purchase the Bidding Documents for this Contract for a fee of *[insert amount]* at *[insert address]* starting on *[insert date]*. You may also download the Bidding Documents from the websites of the DPWH at [www.dpwh.gov.ph](http://www.dpwh.gov.ph) and the PhilGEPs at [www.philgeps.gov.ph](http://www.philgeps.gov.ph), and shall pay the fee for these Documents upon submission of your bid.

We shall select the Consultant from the short list in accordance with the *[insert evaluation system]* procedure as described in the Bidding Documents.

Very truly yours,

*[Name]*

*[Designation]*

Chairman, BAC for Consultancy Services

Received by *(Name of Consultant)*

\_\_\_\_\_  
*[Signature over Printed Name of Representative]*

Date \_\_\_\_\_

Form DPWH-CONSL-16

***ANNEX III-1.1F***  
***Part II, Section I. Instructions to Bidders (ITB)***

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# INSTRUCTIONS TO BIDDERS

## A. General

### 1. Introduction

- 1.1. The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, 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, or coercive 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:

- (c) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment.
- (d) 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.
- (e) If there is a conflict among consulting projects, the Consultant (including its personnel and subcontractors) 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 HOPE, members of the BAC, the Technical Working Group (TWG), and the BAC Secretariat, the head of the Implementing Unit (IU), and the project consultants, by consanguinity or affinity up to the third civil degree. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. On the part of the bidder, this prohibition shall apply to the following persons:

- (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; or
- (d) If the Consultant is a JV, the provisions of items (a), (b), or (c) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

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

### **3. Corrupt, Fraudulent, Collusive, and Coercive 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;
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2.** Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB Clause 3.1(a)**.
- 3.3.** Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC Clause 51**.

#### **4. Consultant’s Responsibilities**

- 4.1.** The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in ANNEX IIIA-11
- 4.2.** Part II, **Section VII. Bidding Forms** as required in **ITB Clause 10.2(d)**.
- 4.3.** The Consultant is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for this Project, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB Clause 8.3**.
  - (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HOPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
- (j) Complying with existing labor laws and standards, if applicable; and
- (k) Ensuring that it 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.

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

- 4.4.** 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.
- 4.5.** 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.
- 4.6.** 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.
- 4.7.** 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.

- 4.8. Consultants should note that the Procuring Entity will only accept bids only from those that have paid the nonrefundable 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. Sub-Contracts

- 6.1. Unless otherwise specified in the **BDS**, the Consultant may sub-contract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**, provided that the Consultant shall directly undertake, using its own personnel and resources, not less than eighty percent (80%) of the contract works in terms of cost.
- 6.2. However, sub-contracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project. The Consultant shall be responsible for the acts, defaults, and negligence of any of its sub-contractors, its agents, servants or workmen.
- 6.3. Sub-contractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any sub-contractor is found by the Procuring Entity to be ineligible, the sub-contracting of such portion of the Consulting Services shall be disallowed.
- 6.4. The Consultant may identify the sub-contractor to whom a portion of the Consulting Services will be sub-contracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the sub-contractor during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. Sub-contractors identified during the bidding may be changed during the implementation of the contract, subject to compliance with the eligibility requirements and approval of the Procuring Entity.
- 6.5. For any assignment and sub-contracting of the contract or any part thereof made without prior written approval by the concerned HOPE, the DPWH shall impose on the erring consultant, after the termination of the contract, the penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second offense from participating in the public bidding process, pursuant to the provision of Appendix 3, Section 4.2 of the IRR of RA 9184, in accordance with Section 69(6) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws.

## B. Contents of Bidding Documents

### 7. Pre-Bid Conference

- 7.1. If so specified in the **BDS**, a Pre-Bid conference (PBC) 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. Consultants are encouraged to attend the PBC 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 discussed during the pre-bid conference.
- 7.3. Any statement made at the PBC shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.
- 7.4. If, as indicated in the BDS, Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall observe following procedure with regard to the PBC:
  - (a) For contracts to be bid where the conduct of PBC is required under Section 22 of RA 9184-IRR (Section 5.5 of this Manual Volume III), the same procedure governing the manual method will also apply.
  - (b) A Procuring Entity with videoconferencing capabilities may conduct its PBC conferences electronically, provided that its Registered Merchants (consultants) shall also have similar capabilities and facilities.
  - (c) During the conduct of the PBC, Registered Merchants may send requests for clarification through the PhilGEPS online facility, which shall be read during the meeting and shall form part of the minutes, unless the Procuring Entity has previously decided that only those who have purchased the Bidding Documents shall be allowed to participate in the PBC and raise or submit written queries or clarifications.
  - (d) The minutes of the PBC shall be recorded as an electronic document made electronically available to all participating Registered Merchants through the PhilGEPS Electronic Bulletin Board not later than three (3) calendar days after the PBC.
  - (e) Requests for clarification(s) on any part of the **BDS** or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity, either electronically through the PhilGEPS or otherwise, at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
  - (f) Only Bid Bulletins/Supplements approved by the Bid Notice Approver shall be posted in the PhilGEPS at least seven (7) calendar days before the deadline

for the submission and receipt of bids. The PhilGEPS shall automatically notify through e-mail all Registered Merchants who have downloaded the bidding documents and paid the **BDs** Fee.

## **8. Clarifications and Amendments to Bidding Documents**

- 8.1.** The BAC may issue a Supplemental Bulletin to amend provisions of the Bidding Documents (BDs) at least seven (7) calendar days before the deadline for the receipt of bids.
- 8.2.** The BAC may also issue a Bid Bulletin to clarify any provision of the BDs in response to a request or query from prospective bidders, provided that this request or query is in writing, and is submitted to the BAC at least ten (10) calendar days before the deadline for the receipt of bids (IRR Section 22.5.1). The BAC may, at its own initiative, also issue a Bid Bulletin to clarify any provision of the BDs. In all cases, the Bid Bulletin shall be issued at least seven (7) calendar days before the deadline for the receipt of bids.
- 8.3.** Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Consultants who secure 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 Bid, as well as all correspondence and documents relating to the bid exchanged by the Consultant and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern, for purposes of interpretation of the bid.

### **10. Documents Comprising the Bid: Technical Proposal**

- 10.1.** While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) The Technical Proposal must respond to the requirements and other provisions of the Terms of Reference (TOR) for the contract at hand.
  - (b) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.

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

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

- (a) Bid Security as prescribed in **ITB** Clause 15.
- (b) Technical Proposal Submission Form, using **Form DPWH-CONSL-22(TPF1)**.
- (c) Consultant's References, using **Form DPWH-CONSL-06(TPF2A)** for Experience on Completed Projects and using **Form DPWH-CONSL-07(TPF2B)** for Experience on On-going Projects.
- (d) Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be provided by the Procuring Entity, using **Form DPWH-CONSL-23(TPF3)**.
- (e) Description of the Approach, Methodology and Work Plan for Performing the Project, in accordance with the **TOR**, using **Form DPWH-CONSL-24(TPF4)**.
- (f) Organizational Chart, Team Composition and Tasks for the Project, using **Form DPWH-CONSL-25(TPF5)**. The organization chart shall indicate the relationships among the Consultant and any partner and/or sub-contractor, the Procuring Entity, the Funding Source and the GOP, and other parties or stakeholders, if any, involved in the project.
- (g) Curriculum Vitae (CV) of Proposed Professional Staff, using **Form DPWH-CONSL-26(TPF6)**.
- (h) Time Schedule for Professional Personnel, using **Form DPWH-CONSL-27(TPF7)**. This shall clearly indicate 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.
- (i) Activity (Work) Schedule, using **Form DPWH-CONSL-28(TPF8)**. The schedule shall show the timing of major activities, anticipated

coordination meetings, and deliverables such as reports required under the **TOR**.

- (j) An Omnibus Sworn Statement by the prospective bidder or its duly authorized representative, using **Form DPWH-CONSL-29**, as to the following:
- (1) It is not “blacklisted” or barred from bidding by the Government or any of its agencies, offices, corporations, or local government units (LGUs), foreign government/foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB.
  - (2) 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.
  - (3) It is authorizing the HOPE or his duly authorized representatives to verify all the documents submitted.
  - (4) The signatory is the duly authorized and designated representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the prospective bidder is a corporation, or duly notarized Special Power of Attorney in case of sole proprietorship, partnership or joint venture.
  - (5) It complies with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019.
  - (6) It complies with the responsibilities of a prospective or eligible bidder provided in the Request for Proposals (**RFP**).
  - (7) It complies with existing labor laws and standards (**IRR Section 25.2.c**).
  - (8) It 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.

## **11. Documents Comprising the Bid: Financial Proposal**

- 11.1.** All information provided in a Consultant’s Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.

- 11.2. The Financial Proposal requires completion of five (5) forms. **Form DPWH-CONSL-30(FPF1)** - Financial Proposal Submission Form should form the covering letter of the Financial Proposal. The proposed costs are presented in **Forms DPWH-CONSL-31(FPF2)** - Summary of Costs, **DPWH-CONSL-32(FPF3)** - Breakdown of Price for the Project, **DPWH-CONSL-33(FPF4)** - Breakdown of Remuneration for the Project, and **DPWH-CONSL-31FPF 5** - Reimbursables per Activity.
- 11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.
- 11.4. The list of experts, and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.
- 11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subcontractors, 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 mistakes, such as computational errors, which exceed the Approved Budget for the Contract (ABC) shall not be considered.

## 12. Alternative Bids

Consultants shall submit only one bid and shall not associate with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity.

## 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, at least, the extension of the bid validity period. 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. Unless otherwise indicated in the **BDS**, as part of its Technical Proposal the bidder shall issue a Bid Securing Declaration or Bid Security in any of the following forms and corresponding minimum amounts in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
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.	
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.	

A Bid Securing Declaration (**Form DPWH-CONSL-4a**) is an undertaking which states, among other things, that the bidder shall enter into contract with the Procuring Entity and furnish the required Performance Security within ten (10) calendar days, or less, as indicated in the **BDSs**, 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 activity

in the event it violates any of the conditions stated therein as required in the guidelines issued by the Government Procurement Policy Board (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 motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid 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 30, and the posting of the Performance Security pursuant to **ITB** Clause 31, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB** Clause 15.2.
- 15.5.** The Bid Security may be forfeited:
- (a) if a Consultant:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 11.7;
    - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 27.2; or
    - (iv) any other reason stated in the **BDS**.
  - (b) if the successful Consultant:
    - (i) fails to sign the contract in accordance with **ITB** Clause 30;
    - (ii) fails to furnish Performance Security in accordance with **ITB** Clause 31; 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 **ANNEX IIIA-11: Part II, Section VI. Bidding Forms** on or before the deadline specified in the **ITB** Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously.

The first shall contain the technical proposal and the second shall contain the financial proposal.

- 16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Consultant shall prepare an original of the first and second envelopes as described in **ITB** Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Consultant.
- 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 copy and the number of copies as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative.
- 17.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Consultant in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC identified in **ITB** Clause 8.1;
  - (d) bear the specific identification of this bidding process indicated in the Request for Expression of Interest; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 18.

- 17.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

#### **D. Submission 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.

#### **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, 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.

20.3. Bids requested to be withdrawn in accordance with **ITB** Clause 20.1 shall be returned unopened to the Consultants. A Consultant 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.

#### **21. Receipt of Bids under Electronic Bidding**

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the following procedure shall be observed with regard to the submission and receipt of bids:

- (a) On-line Bidders may submit their eligibility requirements to the Procuring Entity through the e-bidding facility of PhilGEPS.
- (b) Joint Ventures
  - (1) In case of joint venture, each partner of the joint venture must: (i) be registered in the PhilGEPS, (ii) secure Certified Membership Status, and (iii) electronically send its respective eligibility documents.
  - (2) The joint venture partners must identify and designate the Primary and Secondary Partner(s).
  - (3) Before the PhilGEPS will accept submissions of Technical and Financial Proposals from the Primary Partner, there must be a confirmation from the Secondary Partner(s) as to existence of, or agreement to enter into, a joint venture.
  - (4) Upon Confirmation, the Primary Partner shall be required by the PhilGEPS to upload the Joint Venture Agreement or a duly notarized statement.
- (c) With regard to the requirement for a Bid Security as part of the Technical Proposal under Clause 15 above, the following guidelines shall be observed:
  - (1) On-line bidders may submit the Bid Security in cash through the PhilGEPS electronic payment facility.
  - (2) In case of other forms of Bid Security, the on-line bidder shall prepare and submit a scanned copy of the Bid Security together with the electronic bid. However, the original Bid Security must be submitted to the BAC concerned before the end of business hours on the day of bid submission, a failure of which shall automatically render the bid submission as non-compliant.
  - (3) If the on-line bidder sends the original Bid security through registered mail or private courier, the indicated date of receipt by the postal service or private courier shall be considered as the date of submission to the BAC concerned, without prejudice to any verifications during post-qualification.
- (d) On-line Bidders, or the Primary Partner in the case of Joint Ventures, shall electronically submit their bids through the Bidder's On-line Nominee, at any time before the closing date and time specified in the **BDs**.

- (e) The actual time of bid submission of an On-line Bidder shall be the time indicated on the PhilGEPS Server when the bidder clicks the “Submit” button which shall be automatically recorded by the PhilGEPS. Upon receipt of a bid, the PhilGEPS shall automatically generate a bid receipt page that can be printed by the on-line bidder. This contains the recorded “submission time” which shall be considered as the Official Submission Time of the bidder.
- (f) An On-line Bidder may modify its bid at any time before the closing date and time for the submission and receipt of bids.
- (g) An On-line Bidder may withdraw its bid before the deadline for the submission and receipt of bids.
- (h) The PhilGEPS shall bar all incoming bids after the closing date and time.

### **E. Opening and Preliminary Examination of Bids**

#### **22. Normal Procedure**

- 22.1.** Only bids from shortlisted bidders shall be opened and considered for award of contract. These shortlisted bidders, whether single entities or JVs, should confirm in their bids that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.
- 22.2.** 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 of bids on the next working day or at the soonest possible time through the issuance of a notice through bid bulletin to be posted in the DPWH and PhilGEPS websites.
- 22.3.** The following steps shall be undertaken in the receipt, opening and preliminary examination of bids:
  - (a) Shortlisted consultants shall submit their bids through their respective authorized managing officers or representatives (**IRR Section 25.1**) in two separate sealed bid envelopes.
  - (b) The BAC shall immediately convene on the Bid Submission /Opening Date. The presence of the majority of the BAC members shall constitute a quorum, provided that the chairperson or the vice chairperson is present.
  - (c) The BAC shall then proceed with the opening and preliminary examination of bids in public, following the same procedure as the eligibility check. For each bid, the BAC shall open the Technical Envelopes of shortlisted consultants to determine each one’s compliance with the required documents for the Technical Proposal component of the bid. The BAC shall check the submitted documents of each bidder against a checklist of required documents – using **Form DPWH-CONSL-35** - to ascertain if they are all present in the Technical Proposal envelope, using

non-discretionary “pass/fail” criteria (**IRR Section 30.1**). The opening of bids must be done in public, following the same procedure as the eligibility check. Normally, the opening of the technical envelope starts about thirty (30) minutes after the deadline for the submission and receipt of bids.

The order of opening of documents is as follows:

- (1) Letters of shortlisted consultants that decide not to participate.
  - (2) Letters of shortlisted consultants that decide to withdraw the bids that they have submitted earlier than the deadline.
  - (3) Letters of short listed consultants that decide to modify their bids that they have submitted earlier than the deadline, followed by the opening of their technical envelopes.
  - (4) Technical Proposal envelopes of shortlisted consultants that have submitted bids on the deadline itself.
- (d) In case one or more of the required documents is missing, incomplete, or patently insufficient, it must rate the bid concerned as “failed.” Otherwise, it shall rate the said first bid envelope as “passed”. For a document to be deemed “complete” and “sufficient”, it must be complete on its face, that is, contain all the information required, and must comply with the requirements set out in the Bidding Documents. Another example of an insufficient submission is a Bid Security in an amount below the requirement.
- A document that is not signed and/or not notarized shall be considered a patently insufficient submission. If the requirement is for the audited financial statements (AFSs) or the income tax returns (ITRs) for three immediately preceding years, and the bidder submits its AFS or ITR for the past two years only, such shall be considered an incomplete submission.
- (e) All members of the BAC, or their duly authorized representatives, who are present during bids opening, shall initial every page of the original copies of all bids received and opened (**IRR Section 29**).
  - (f) All technical envelopes must be resealed. Those rated “passed” will be secured in preparation for the detailed technical evaluation (which normally starts the following day). Those rated “failed” will be secured for purposes of potential filing of motion for reconsideration.
  - (g) The financial envelopes of all shortlisted consultants must remain sealed and secured.

- (h) The BAC Secretariat shall record the proceedings using an electronic audio/video recorder. The minutes of the bid opening should be prepared within three (3) calendar days after the bid opening date, so that copies thereof could immediately be sent to the BAC members, Observers, Bidders and other interested parties. Copies of the minutes shall also be made available to the public upon written request and payment of a specified fee to recover cost of materials.

### **23. Procedure under Electronic Bidding**

If, as indicated in the **BDS**, Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the following procedure shall be observed with regard to the opening and preliminary examination:

- (a) Upon receipt of manually-filed bids, the Bid Opener, before the Bid Opening, but immediately after the deadline for submission of bids, shall record and input into the PhilGEPS E-bidding module the date and time each of the bid was manually received, including the name of the bidder's authorized representative.
- (b) The BAC shall open the bids immediately after the deadline for submission and receipt of bids, and on the bid opening date.
- (c) Before the decryption of electronic bids, the Bid Opener must first log in to the PhilGEPS and only then can BAC members input their respective USER IDs and PASSWORDS, provided however, that PhilGEPS decryption will not take place unless all the members present and logging in constitute quorum.
- (d) The Bid Opener shall publicly open the first bid envelopes of bidders who submitted bids manually to determine each bidder's compliance with the documents required to be submitted for eligibility, that is, legal, technical and financial eligibility documents; and for the technical requirements. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents 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 bidder "passed" in relation to the eligibility and technical documents in the first envelope.
- (e) After all the manually submitted first envelopes of bidders were opened, and the results and findings were encoded in the PhilGEPS Preliminary Examination Report facility, the Bid Opener shall thereafter proceed to decrypt the electronic First Bid Envelopes submitted by the On-line Bidders to determine each bidder's compliance with the required eligibility and technical documents following the steps and procedures outlined in Clause 23(d) above. Thereafter, the Bid Opener shall input the findings and results into the PhilGEPS' Preliminary Examination Report facility.

- (f) Immediately after determining compliance with the requirements in the first envelope, the Bid Opener shall forthwith open the manually submitted second bid envelope of each eligible bidder whose first bid envelope was rated “passed.” The second envelope of each complying bidder shall be opened within the same day.
- (g) After all the manually submitted second envelopes of bidders were opened, and the results and findings were encoded in the PhilGEPS Preliminary Examination Report facility, the Bid Opener shall thereafter proceed to decrypt the electronic Second Bid Envelopes of each On-line Bidders whose electronic first bid envelope was rated “passed” to determine each bidder’s compliance with the required financial documents following the steps and procedures outlined in Clause 23(f) above.
- (h) In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as “failed”. The Bid Opener shall then input the findings and results into the PhilGEPS’ Preliminary Examination Report facility.
- (i) Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- (j) The PhilGEPS shall automatically send an electronic mail to all bidders who failed in the preliminary examination of the first and/or second envelope.

## **F. Evaluation and Comparison of Bids**

### **24. Process to be Confidential**

- 24.1** 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 issuance of the Notice of Award, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 22.
- 24.2** 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.

### **25. 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.

### **26. Bid Evaluation**

- 26.1.** For the evaluation of bids, the BAC shall use the criteria and rating system discussed in ITB Clauses 27 and 28.
- 26.2.** In the evaluation of the Technical Proposals, the BAC may adopt either of two Ratings System:
- (a) Individual Ratings for each bidder by each BAC Member which are then averaged, or
  - (b) Collegial Ratings for each bidder by the BAC Members as whole.

In case the Individual Ratings system (Clause 23.1 (a)) is adopted, the BAC may use either of two alternative methods:

- (a) Alternative A, where the highest and lowest ratings for each firm are disregarded in order to eliminate any bias in evaluating the Bids, and the remaining ratings are averaged for each firm, or
- (b) Alternative B, where all individual ratings by all BAC Members are considered, noting that the DPWH has adopted detailed criteria and numerical rating system with weights and points, as discussed in **ITB** Clause 24.1, which will avoid discretion and subjectivity in the evaluation process.

From the above alternatives, unless otherwise specified in **BDS**, the Procuring entity shall adopt the Individual Ratings system using Alternative B.

- 26.3.** 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.
- 26.4.** 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.
- 26.5.** All participating short listed consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the HOPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

## **27. Opening and Evaluation of Technical Proposals**

- 27.1.** The Procuring Entity shall conduct a detailed evaluation of the Technical Proposal using the criteria shown in Tables 27.1, pursuant to the provisions of

DPWH DO 07, series of 2015, subject to the provisions of the BDS depending on whether the evaluation is QBE or QCBE.

**Table 27.1 Criteria for Evaluation of Technical Proposals**

Criteria		Maximum Points											
<b>1. Experience of the Firm</b> The firm, or its proposed Project Manager/Team Leader for the services to be procured, must have satisfactorily completed one consulting services contract similar to, and with the following cost as a percentage of the Approved Budget for the Contract (ABC) of, the services to be procured.		10											
<table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Cost of Completed Contract as % of ABC</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>50% or more</td> <td>10</td> </tr> <tr> <td>40% to &lt;50%</td> <td>7</td> </tr> <tr> <td>30% to &lt;40%</td> <td>4</td> </tr> <tr> <td>&lt;30%</td> <td>0</td> </tr> </tbody> </table>		Cost of Completed Contract as % of ABC	Points	50% or more	10	40% to <50%	7	30% to <40%	4	<30%	0		
Cost of Completed Contract as % of ABC	Points												
50% or more	10												
40% to <50%	7												
30% to <40%	4												
<30%	0												
<u>Additional Guidelines</u> are given in Clause 24.2 below.													
<b>2. Qualifications of Key Personnel to be Assigned to the Project</b> The key personnel must meet the following requirements:		70											
		FS/DED	CS										
2.1 <u>Education</u>		<u>20</u>	<u>20</u>										
Relevant Bachelor's Degree, minimum requirement		(16.0)	(17.0)										
Relevant Master's Degree, additional points		(2.0)	(1.0)										
Relevant Doctor's Degree, additional point		(1.0)	(1.0)										
Relevant Publications and Training, additional point		(1.0)	(1.0)										
2.2 <u>Experience (See Table 24.1-B below)</u>		<u>50</u>	<u>50</u>										
a. <u>Required Minimum No. of Years of Experience:</u>													
<table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Position</th> <th>Years</th> </tr> </thead> <tbody> <tr> <td>Project Manager/Team Leader</td> <td>10</td> </tr> <tr> <td>Other Key Personnel</td> <td>5-7 as indicated in the ITB 10.1(c)</td> </tr> </tbody> </table>		Position	Years	Project Manager/Team Leader	10	Other Key Personnel	5-7 as indicated in the ITB 10.1(c)						
Position	Years												
Project Manager/Team Leader	10												
Other Key Personnel	5-7 as indicated in the ITB 10.1(c)												
b. <u>Rating of Experience per Personnel</u>													
<table border="1" style="margin-left: 40px;"> <thead> <tr> <th>No. of Years of Similar Services</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>2.0 x min. no. required or more</td> <td>50</td> </tr> <tr> <td>(1.5 to &lt;2.0) x min. yrs required</td> <td>40</td> </tr> <tr> <td>(1.0 to &lt;1.5) x min. yrs required</td> <td>30</td> </tr> <tr> <td>&lt; min. yrs required</td> <td>0</td> </tr> </tbody> </table>		No. of Years of Similar Services	Points	2.0 x min. no. required or more	50	(1.5 to <2.0) x min. yrs required	40	(1.0 to <1.5) x min. yrs required	30	< min. yrs required	0		
No. of Years of Similar Services	Points												
2.0 x min. no. required or more	50												
(1.5 to <2.0) x min. yrs required	40												
(1.0 to <1.5) x min. yrs required	30												
< min. yrs required	0												
<u>Additional Guidelines</u> are given in Clause 24.3 below. The Total Rating for Experience per personnel shall not exceed 50 points.													
<u>Total Score, Qualifications of Key Personnel</u>		<u>70</u>	<u>70</u>										
<b>3. Proposed Methodology</b>		20											
<b>Characteristics</b>		<b>Points</b>											
3.1 <u>Approach and Method</u>		<b>12</b>											
a. The methodology to carry out important activities indicated in the TOR is inappropriate or poorly presented, indicating that the Consultant has misunderstood important aspects of the scope of work. The required contents of the TOR are missing or superficially discussed.		Poor 2 pts											
b. The way to carry out the different activities in the TOR is discussed generically by the Consultant. The discussion of the methodology is		Fair 5 pts											

Criteria		Maximum Points
<p>general and not specifically tailored to the projects. Although suitable, the methodology does not include a discussion on how the Consultant proposes to deal with critical site specific characteristics of the project. No new insights or deep appreciation of the interrelationships of problems and solutions to be provided for the project are added. The discussion indicates an average perception of the project conditions and does not reflect the specific features of the assignment.</p>		
<p>c. The proposed approach is discussed in detail and the methodology is specifically tailored to the characteristics of the assignment and flexible enough to allow it to adapt to changes that may occur during the execution of the Services.</p>	Good 8 pts	
<p>d. In addition to the requirements listed under “Good,” important issues are approached in an innovative and efficient way, indicating that the Consultant has understood the overall and detailed issues and problems of the assignment. The Consultant has outstanding knowledge of the project conditions and a deep grasp of solutions depicted through state-of-the-art approaches and knowledge. The proposal details ways to improve the results and the quality of assignment by using advanced approaches, methodologies and knowledge.</p>	Very Good 12 pts	
<b>3.2 Work Plan</b>	<b>5</b>	
<p>a. The activity schedule excludes important tasks. The timing of activities and correlation among them are inconsistent with the approach and methodology.</p>	Poor 2 pts	
<p>b. All key activities are included, but are not detailed. There are minor inconsistencies among timing, assignment outputs, and proposed approach.</p>	Fair 3 pts	
<p>c. The work plan responds well to the TOR. All important activities are indicated in the activity schedule, and their timing is appropriate and consistent with the assignment outputs. The interrelation among the various activities is realistic and consistent with the proposed approach. There is a fair degree of detail that facilitates understanding of the proposed work plan.</p>	Good 4 pts	
<p>d. In addition to the requirements listed above under “Good,” decision points and sequence and timing of activities are very well defined, indicating that the Consultant has optimized the use of resources.</p>	Very Good 5 pts	
<b>3.3 Organization and Staffing</b>	<b>3</b>	
<p>a. The proposed organization and personnel schedule are not clear and detailed enough, failing to use the required formats. The assignment schedule of each staff is not adequate. The organization and staffing arrangement is not responsive to the requirement of the TOR. It is assumed that the required output cannot be appropriately prepared within the period of the assignment.</p>	Poor 1pt	
<p>b. The organizational chart is complete and there is a detailed definition of duties and responsibilities. Staff skills and needs are matched precisely and enjoy good logistical support. Staffing is consistent with both timing and assignment outputs.</p>	Good 2 pts	
<p>c. In addition to the characteristics listed above under “Good,” the proposed team is integrated and has good support organization. The organizational chart clearly shows the lines of responsibility and the links between the two parties – DPWH and the Consultant. The proposal contains a detailed discussion showing that the Consultant has optimized the deployment and use of the staff with efficiency and economy, based on the proposed</p>	Very Good 3 pts	

Criteria		Maximum Points
logistics.		
<b>Total, 1-3</b>		<b>100</b>

- 27.2. Additional Guidelines for Evaluating the Experience of the Firm (Criterion 1).**  
In evaluating the completed similar work experience of the firm, the Procuring Entity shall observe the guidelines indicated in Tables 27.2 to 27.5 below.

**Table 27.2. Completed Similar Projects to be Considered in the Evaluation of Proposals**

Project in Consulting Services to be Procured	Completed Similar Projects to be Considered in Evaluating Proposals
Road	Highway, Expressway Road Section, Airport Runway/ Taxiway/Apron, Underpass, Tunnel for Road
Bridge	Viaduct, Flyover, Interchange, Wharf/Pier, Elevated Railway
Tunnel	Aqueduct, Subway
River Works	Revetment/River Wall, Dike, Spur Dike, Ground Sill, Floodway, Dam, Dredging
Urban Drainage	Pumping stations, Floodgates, Sluiceway, Drainage System (canals, culverts, pipes), Irrigation Canals and Drainage
Coastal Protection	Seawall, Groins, Coastal Dike
Dams	Dike, Water Impounding, Sediment Control, Retarding Basin
Building	School, Hospital, Residential/Commercial Building

**Table 27.3. Completed Similar Services to be Considered in the Evaluation of Proposals**

Services to be Procured	Completed Similar Services to be Considered in Evaluating Proposals
Parcellary Survey	Detailed Engineering Design (DED) if Parcellary Survey is included therein
Soil Investigations	Preliminary Engineering Design (PED)/DED if Soil Investigations are included therein
Topographic Survey	PED/DED if Topographic Survey is included therein

**Table 27.4. Completed Related Services to be Considered in the Evaluation of Proposals**

Services To Be Procured	Completed Related Services to be Considered in Evaluating Proposals
Feasibility Study (FS)	Pre-Feasibility Study, Business Case Study, Master Plan Preparation
DED	PED, Conceptual Design, Basic Design

**Table 27.5 Weights to be Applied to Schedule of Ratings for Experience of the Firm in Table 24.1**

Case	Conditions	Weight
A	Completed services similar to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	100%
B	Completed services similar to services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	20%
C	Completed services related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	20%
D	Completed services related to services to be infrastructure in services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	0

Case	Conditions	Weight
E	Completed services not related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	0
F	Completed services not related to services to be procured Infrastructure in completed services different from infrastructure in services to be procured.	0

**27.3.** Additional Guidelines for Evaluating the Experience of the Key Personnel of the Firm (Criterion 2).

“Years of related services” shall be converted to “equivalent years of similar services” using the multipliers in Table 27.6 below, and added to the actual years of similar services, provided that the personnel meets at least 50% of the minimum number of years of similar services in Criterion 2.2a in Table 27.1. The Total Rating for Experience should not exceed 30 points.

**Table 27.6 Multipliers to Convert “Related” to “Equivalent Similar” Years of Services of Key Personnel**

Position	Similar Position 100%	Highly Related Position - 75%	Moderately Related Position - 50%	Slightly Related Position - 25%
P1. Project Manager	P1, same S and same I	P1, same S and different I or P1, different S and same I	P1, different S and different I or P2, same S and different I or P2, different S and same I or P2, same S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I
P2. Senior Infra Position	P2, same S and same I	P2, same S and different I or P2, different S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I	P3, different S and different I
P3. Other Positions	P3, same S and same I	P3, same S and different I or P3, different S and same I	P3, different S and different I	

Note: P - Position

S - Type of consulting services (e.g., FS, DED, CS)

I - Type of infrastructure (e.g., Road, Flood Control, etc.)

For the evaluation of the Technical Proposals of the bidders, the BAC shall use the weights of the key personnel indicated in the **BDS** which reflect the relative importance of their responsibilities and inputs in the contract being procured.

**27.4.** In the case of consulting services other than FS/DED/CS, the BAC, in coordination with the Implementing Unit (IU) concerned, may adopt a schedule of rating points for Qualifications of Key Personnel for the Project,

other than that shown in Table 27.1, which is deemed appropriate to the types of services required. This schedule should be reflected in the BDS.

- 27.5.** To qualify for further evaluation, the bidder's Total Technical Rating must at least be equal to the following Required Minimum or Passing Technical Ratings, in accordance with DO 07, series of 2015, unless otherwise provided in the **BDS**:
- (a) For QBE: 75%
  - (b) For QCBE: 70% for FS, 75% for DED and CS.
- 27.6.** If provided in the **BDS**, for complex projects, the Procuring Entity may also set an Individual Minimum or Passing Score in criterion no. 2 for the qualifications of each key personnel of 60 points multiplied by the respective weight of that personnel (out of the possible maximum of 70 points multiplied by the respective weight of that personnel). Thus, even if the winning firm (i.e., the bidder with the Highest Rated Bid) meets the overall Minimum or Passing Technical Rating as indicated in ITB Clause 24.4, but one or more of its key personnel obtains an Individual Rating for personnel qualifications below 60 points multiplied by the respective weight of that personnel, the DPWH shall require that firm to replace each of such personnel with an individual who meets the Minimum Passing Rating of 60 points multiplied by the respective weight of that personnel, as a condition for contract award.
- 27.7.** Technical Proposals shall not be considered for evaluation in any of the following cases:
- (a) late submission, i.e., after the deadline set in the **ITB** Clause 18;
  - (b) failure to submit any of the technical requirements provided under this **ITB** and **TOR**;
  - (c) the Consultant that submitted a Bid or any of its partner and/or subcontractor belongs to one of the conflict of interest cases as described in **ITB** Clauses (a) to (b) and failed to make a proper statement to that effect in the cover letter; or
  - (d) the Technical Proposal included any cost of the services.

## **28. Opening and Evaluation of Financial Proposals**

- 28.1.** Financial Proposals shall be opened on the date indicated in the **BDS**.
- 28.2.** 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**. Unless otherwise provided in the **BDS**, in the case of QCBE, the weights of the Technical and Financial Proposals to be used to determine the Total Rating of the Bidder shall be in accordance with the provisions of DPWH DO 07, series of 2015, as follows:

**Table 28.1 Weights of Quality and Cost**

Type of Consulting Services	Weights		
	Quality (Technical Proposal)	Cost (Financial Proposal)	Total
Feasibility Study	70%	30%	100%
Detailed Engineering Design	65%	35%	100%
Construction Supervision	60%	40%	100%

## 29. Procedure for Detailed Evaluation of Bids under Electronic Bidding

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall apply the manual procedure for the detailed evaluation of bids prescribed under Sections 27 and 28 above. In addition, the Procuring Entity shall observe the following guidelines:

- (a) After conducting the detailed evaluation of all bids using non-discretionary criterion, the Bid Opener shall input and record the results of the evaluation into the PhilGEPS' Evaluation Summary Report facility.
- (b) The PhilGEPS shall automatically rank the bidders in descending order based on their Total Ratings to identify the HRB as evaluated and corrected for computational errors, and other bid modifications. Bids with total calculated bid prices, as evaluated and corrected for computational errors, and other bid modifications, which exceed the ABC shall be disqualified. After all bids have been received, opened, examined, evaluated, and ranked, the system shall thereafter generate the Abstract of Bids in the form of a PhilGEPS Evaluation Summary Report.
- (c) The BAC shall manually prepare a Resolution whether approving or denying the Abstract of Bids generated by the system. However, after the BAC Resolution approving the Abstract of Bids is uploaded in the PhilGEPS, an electronic message shall be automatically sent to all bidders who participated informing them that the Abstract of Bids is available for downloading.

## 30. Negotiations

**30.1.** Negotiations shall be held at the address indicated in the BDS. The aim is to reach agreement on all points.

**30.2.** Negotiations shall cover the following:

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

the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);

- (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
  - (e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
  - (f) Provisions of the contract.
- 30.3.** 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 other than for reasons of death or illness 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. 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.
- 30.4.** 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.
- 30.5.** 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.
- 30.6.** There should be no replacement of key personnel before the awarding of contract, except for justifiable reason as may be determined by the BAC, such as, illness, death, or resignation provided that it is duly supported by relevant certificates, or

any delay caused by the procuring entity. The Procuring Entity shall immediately consider negotiation with the next ranked consultant if unjustifiable replacement of personnel by the first ranked firm is made.

### 31. Post-Qualification

**31.1.** The Procuring Entity 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.

**31.2.** Within a non-extendible period of five (5) calendar days from receipt by the Consultant of the notice from the BAC that it is the HRB, the Consultant shall submit the following documentary requirements:

- (a) Latest income and business tax returns in the form specified in the **BDS**.
- (b) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Consultant declared as HRB to duly submit the requirements under this Clause or a finding against the veracity of such, shall be ground for forfeiture of the bid security and disqualification of the Consultant for award.

**31.3.** 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. The Post-Qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the HRB, using non-discretionary criteria, as stated in the Bidding Documents. These criteria shall consider, but shall not be limited to, the following:

- (a) Legal Requirements. The BAC shall verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the bidder, including the following:
  - (1) DTI/SEC/CDA Registration as stated in the Bidding Document.
  - (2) Latest income and business tax returns.
  - (3) Non-inclusion in the "blacklist" of consultants provided by the DPWH and the GPPB.
- (b) Technical Requirements. The BAC shall determine compliance of the consulting services offered with the requirements specified in the Bidding Documents, including, where applicable, the following:

- (1) Verification and validation of the bidder's stated competence and experience, and the competence and experience of the bidder's key personnel to be assigned to the contract.
  - (2) Ascertainment of the sufficiency of the Bid Security as to type, amount, form and wording, and validity period.
  - (3) Verification of any past unsatisfactory performance of the consultant as indicated in the Consultant's Performance Evaluation System (ConsPES) under DO 20, series of 2015.
- (c) Financial Requirements. The BAC shall verify, validate and ascertain the bid price proposal of the bidder.
- 31.4.** If the BAC determines that the Consultant with the HRB passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the Highest Rated and Responsive Bid (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 29.3.
- 31.5.** A negative determination shall result in rejection of the Consultant's bid, in which event the Procuring Entity shall proceed to the next HRB 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 HRB, and so on until the HRRB is determined for contract award.
- 31.6.** Within a period not exceeding fifteen (15) calendar days from the date of receipt of the recommendation of the BAC, the HOPE shall approve or disapprove the said recommendation.
- 31.7.** If, as indicated in the BDS, Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall observe the following procedure with regard to post-qualification:
- (a) Within one (1) day after the approval of the Abstract of Bids, the bidder with the Highest Rated Bid (HRB) should be notified through electronic mail that the bidder shall undergo post-qualification and submit the post-qualification requirements within three (3) calendar days as provided for under Section 34.2 of RA 9184-IRR.
  - (b) If the BAC determines that the bidder with the LCB passes all the criteria for post-qualification, it shall declare the said bid as the Highest Rated Responsive Bid (HRRB), and recommend to the HOPE the award of contract to the said bidder at its submitted bid price or its calculated bid price, whichever is lower or, in the case of quality-based evaluation procedure, submitted bid price or its negotiated price, whichever is lower.

- (c) If, however, the BAC determines that the bidder with the LCB fails the criteria for post-qualification, it shall immediately notify the said bidder electronically in writing of its post-disqualification and the grounds for it.
- (d) Immediately after the BAC has electronically notified the first bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with the second HRB. If the second bidder passes the post-qualification, and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder with the HRRB.
- (e) If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next HRB, and so on until the or HRRB, as the case may be, is determined for award, subject to Section 37 of the IRR.
- (f) The post-qualification process shall be completed in not more than seven (7) calendar days from the determination of the HRB. In exceptional cases, the post-qualification period may be extended by the HOPE, but in no case shall the aggregate period exceed thirty (30) calendar days.
- (g) The BAC or its Bid Opener shall record and encode the post-qualification results of manually submitted documents in the PhilGEPS. For electronic documents submitted online, the BAC or its Bid Opener shall decrypt the documents and the results recorded automatically.
- (g) After recording the post-qualification summary and uploading the BAC resolution declaring the bidder with the HRRB in the PhilGEPS, an electronic message shall be automatically sent to all bidders who participated informing them that the Notice of HRRB is available for downloading.

## **32. Reservation Clause**

- 32.1.** 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.

- 32.2.** Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- a. if there is prima facie evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - b. if the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - c. for any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (1) 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;
    - (2) If the project is no longer necessary as determined by the HOPE; and
    - (3) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 32.3.** In addition, the Procuring Entity may likewise declare a failure of bidding when:
- a. No bids are received;
  - b. All prospective bidders are declared ineligible;
  - c. All bids fail to comply with all the bid requirements or fail post-qualification; or
  - d. The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made.

## **G. Award of Contract**

### **33. Contract Award**

- 33.1.** Subject to ITB Clause 27, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 33.2.** 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 received personally or sent 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.

- 33.3.** Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- a. Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Consultant of the Notice of Award.
  - b. In case of foreign consultants, the SEC Certificate of Registration of the foreign consulting firm, or the authorization of license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professionals and allied professions.
  - c. Posting of the performance security in accordance with **ITB** Clause 31;
  - d. Signing of the contract as provided in **ITB** Clause 30; and
  - e. Approval by higher authority, if required.

#### **34. Signing of the Contract**

- 34.1.** 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.
- 34.2.** 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.
- 34.3.** 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.
- 34.4.** 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.
  - d. Performance Security.
  - e. Notice of Award of Contract.
  - f. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 35. Performance Security

- 35.1.** 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.
- 35.2.** The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

<b>Form of Performance Security</b>	<b>Amount of Performance Security (Equal to Percentage of Total Contract Price)</b>
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- 35.3.** 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 initiate and complete the post-qualification of the second HRB. The procedure shall be repeated until the HRRB is identified and selected for contract award. However if no Consultant passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

### 36. Notice to Proceed

- 36.1.** Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Consultant.
- 36.2.** The contract shall become effective on the date of the Consultant's receipt of the Notice to Proceed.

***ANNEX III-1.1G***  
***Part II, Section II. Bid Data Sheet (BDS)***

**Notes on the Bid Data Sheet**

Part II, Section II is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the **ITB** (Part II, Section I), and has to be prepared for each specific procurement.

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

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

## Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <i>[insert name of Procuring Entity]</i></p> <p>The evaluation procedure is:</p> <p><i>Select one, delete the rest:</i></p> <p>Quality Cost Based Evaluation/Selection (QCBE/QCBS)</p> <p>Quality Based Evaluation/Selection (QBE/QBS)</p> <p>Selection Under a Fixed Budget</p> <p>Least Cost Selection</p> <p><b>NOTE:</b> <i>For the World Bank, all of the above may be used. GOP permits the use of QCBE and QBE, users should note that the GOP version of QBE is what the World Bank refers to as selection under a fixed budget. A summary of each is set out below:</i></p> <p><i>QCBE/QCBS – (GOP and WB) Technical and Financial Scores are combined to determine the winner. ABC is stated and Financial Proposal above this amount are rejected except in the case of WB, no ABC or cost estimate is included in the Bidding Documents except for an estimate of the staff months required to complete the Project.</i></p> <p><i>QBS - (WB). The Consultant achieving the highest Technical Score has its Financial Proposal opened and is invited to negotiate a contract based on its Technical and Financial Proposals irrespective of the amount of the Financial Proposal. No other Financial Proposals are opened.</i></p> <p><i>QBE – (GOP) The Consultant achieving the highest Technical Score has its Financial Proposal opened and provided that it is within the ABC or cost estimate, which is disclosed in the Bidding Documents, is invited to negotiate a contract.</i></p> <p><i>Selection Under a Fixed Budget – (WB) The Consultant achieving the highest Technical Score has its Financial Proposal opened and provided that it is within the ABC or cost estimate, which is disclosed in the Bidding Documents, is invited to negotiate a contract.</i></p> <p><i>Least Cost Selection - (WB) All Consultants passing a minimum Technical Score have their Financial Proposals opened. The Consultant with the least cost is invited to negotiate a contract.</i></p>
1.2	The Funding Source is:

	<p><i>Select one, delete the other:</i></p> <p><i>If the Funding Source is GOP: The Government of the Philippines (GOP) through [indicate source of funding and year].</i></p> <p><b>NOTE:</b> <i>In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or – Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.</i></p> <p><i>If the Funding Source is WB: The World Bank (WB) through [indicate the Loan/Credit/Grant No.].</i></p> <p>The name of the project is <i>[insert the name of the project, or state “Not Applicable”]</i>.</p>
1.3	<i>Insert description of the Project</i>
1.4	<p><i>Select one, delete the other.</i></p> <p><i>If the Project shall not be phased, state: The Project shall not be phased.</i></p> <p><i>If the Project is to be phased, insert a description of the phases here, referring to the Terms of Reference (TOR) as necessary.</i></p>
5	<p><i>Select one, delete the rest.</i></p> <p><i>If the Funding Source is GOP, maintain the <b>ITB</b> Clause and state here: No further instructions.</i></p> <p><i>If the Funding Source is a foreign government or a foreign/ international financing institution, indicate the list of eligible source countries as origin of Goods.</i></p>
6.1	<p><i>Select one, delete the other.</i></p> <p><i>If the Funding Source is the GOP, state either “Subcontracting is not allowed.” or specify the portions of Consulting Services and the maximum percentage allowed to be subcontracted.</i></p> <p><b>NOTE:</b> <i>Only a maximum of twenty percent (20%) of the Consulting Services may be subcontracted.</i></p> <p><i>If the Funding Source is a foreign government or another foreign or international financing institution, state here the maximum percentage of Consulting Services allowed to be subcontracted or “No further instructions.”</i></p>
6.2	<i>If subcontracting is allowed, specify the eligibility criteria that subcontractors must comply with, including the corresponding documentary requirements</i>

	<i>therefor; otherwise, state "Not applicable".</i>
7.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on <i>[State date and time]</i> at <i>[State address of venue]</i>.</p> <p><b>NOTE:</b> <i>The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids. 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.</i></p>
7.4	<i>State whether Electronic Bidding will be adopted in this procurement.</i>
8.1	<p>The Procuring Entity's address is:</p> <p><i>[Insert full address]</i></p> <p><i>[Insert name and designation of Contact person]</i></p> <p><i>[Insert telephone and fax number of Contact]</i></p> <p><i>[Insert email address of contact (if applicable)]</i></p>
10.1(c)	<p><i>Select one, delete the other.</i></p> <p>Not applicable</p> <p><i>Or</i></p> <p>The estimated number of professional staff-months required for the Project is <i>[insert estimated number]</i>.</p> <p><b>NOTE:</b> <i>If a fixed budget is stated, the estimate of staff months should be not applicable and vice versa.</i></p>
10.1(c)	<p>The minimum required experience of proposed professional staff is as follows:</p> <p><i>[Insert title, number of years of professional experience, specific expertise]</i></p>
11.5	Taxes: <i>[Specify Consultant's liability: nature, sources of information]</i>
11.7	<p><i>Select one, delete the other.</i></p> <p><i>If the Funding Source is GOP: The ABC is [insert amount]. Any bid with a financial component exceeding this amount shall not be accepted.</i></p> <p><i>If the Funding Source is a foreign government/foreign or international financing institution, adopt the provision for GOP or state the applicable rule.</i></p>

13.1	<p><i>Select one, delete the other:</i></p> <p>The bid prices shall be quoted in Philippine Pesos.</p> <p><i>Or</i></p> <p>The bid prices shall be quoted either in Philippine Pesos or United States Dollars at the discretion of the Consultant.</p>
13.3	<p><i>Select one, delete the other.</i></p> <p><i>If the Funding Source is GOP, maintain the <b>ITB</b> Clause and state here: No further instructions.</i></p> <p><i>If the Funding Source is a foreign government/foreign or international financing institution: Payment shall be made in [insert currency].</i></p>
14.1	<p>Bids will be valid until [insert date].</p>
15.1	<p><i>If the Funding Source is the GOP: No further instructions.</i></p> <p><i>If the Funding Source is the WB: The bid security shall be in the following amount:</i></p> <ol style="list-style-type: none"> <li>1. [Insert 2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. [Insert 5% of ABC] if bid security is in Surety Bond; or</li> <li>3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</li> </ol> <p><i>If the Funding Source is a foreign government/foreign or international financing institution, retain the <b>ITB</b> Clause and state "No further instructions", or state the acceptable form/s of bid security and the amount thereof.</i></p>
15.2	<p>The Bid Security shall be valid until [insert date].</p>
15.5(a)(iv)	<p><i>If the Funding Source is GOP or WB, maintain the <b>ITB</b> clause and include the following as additional grounds for forfeiture of bid security:</i></p> <ol style="list-style-type: none"> <li>1. Submission of eligibility requirements containing false information or falsified documents.</li> <li>2. 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.</li> <li>3. Allowing the use of one's name, or using the name of another for purposes of public bidding.</li> </ol>

	<p>4. 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.</p> <p>5. Refusal or failure to post the required performance security within the prescribed time.</p> <p>6. 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.</p> <p>7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.</p> <p>8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.</p> <p>9. 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.</p> <p><i>If the Funding Source is a foreign government/foreign or international financing institution other than WB, maintain the <b>ITB</b> Clause and state “No further instructions” or state additional grounds for forfeiture of bid security.</i></p>
15.5(b)(iii)	<p><i>Select one, delete the other.</i></p> <p><i>If the Funding Source is GOP, maintain the <b>ITB</b> clause and state here: No further instructions.</i></p> <p><i>If the Funding Source is a foreign government/foreign or international financing institution, retain <b>ITB</b> Clause and state “No further instructions”, or list the additional grounds for forfeiture of bid security of a successful Bidder.</i></p>
17.1	<p><i>Select one, delete the other.</i></p> <p><i>If the Funding Source is GOP, maintain the <b>ITB</b> Clause and state here: No further instructions.</i></p> <p><i>If the Funding Source is a foreign government/foreign or international financing institution, maintain the <b>ITB</b> Clause and state “No further instructions”, or state the applicable procedure for the sealing and marking of bids.</i></p>
17.3	<p>Each Bidder shall submit <i>[insert required number]</i> original and <i>[insert required number]</i> copies of the first and second components of its bid.</p>
18	<p>The address for submission of bids is <i>[insert address]</i>.</p>

	The deadline for submission of bids is <i>[insert time and date]</i> .
21	<i>State whether Electronic Bidding will be adopted in this procurement.</i>
24.1	<p><i>Select one, delete the other.</i></p> <p><i>If the Funding Source is GOP, maintain the <b>ITB</b> Clause and state here: No further instructions.</i></p> <p><i>If the Funding Source is a foreign government/foreign or international financing institution, maintain the <b>ITB</b> Clause and state “No further instructions”, or specify the additional conditions and/or exceptions to the rule, if any.</i></p>
26.2	<i>Indicate the system and method for evaluating Technical Proposals if different from the Individual Ratings system using Alternative B.</i>
27.1	<p><i>Select one, delete the other.</i></p> <p><i>If the evaluation procedure is <u>Quality Based</u>: The following processes for the opening and evaluation of bids shall be adopted:</i></p> <ul style="list-style-type: none"> <li>a) A two-stage procedure shall be adopted whereby each Consultant shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes.</li> <li>b) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with <b>ITB</b> Clause 24.2. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: <i>Provided, however</i>, that the Highest Rated Bid shall pass the minimum score indicated therein.</li> <li>c) The HOPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</li> <li>d) After approval by the HOPE of the Highest Rated Bid, its financial proposal shall then be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations.</li> <li>e) Negotiations shall be in accordance with <b>ITB</b> Clause 26, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the ABC stated in <b>ITB</b> Clause 11.7.</li> </ul> <p><i>If the evaluation procedure is <u>Quality-Cost Based</u>: The following processes for</i></p>

	<p>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 evaluation of consultants. The technical proposals shall be evaluated first using the criteria in <b>ITB</b> Clause 27.1. 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 of <i>[insert percentage]</i> and <i>[insert percentage]</i>, respectively, as provided in <b>BDS</b> 28.2. The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.</p> <p>c) The HOPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</p> <p>d) After approval by the HOPE of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with <b>ITB</b> Clause 26.</p> <p><i>If the Funding Source is WB, include the following:</i> The Financial Proposals shall not be opened until after the Funding Source has concluded any required review and issued a “No Objection” letter therefor.</p>
27.3	<p>In the evaluation of the Technical Proposals, the following weights of the key personnel required shall be used to reflect the relative importance of their responsibilities and inputs in the contract being procured: <i>[Indicate key personnel and their respective weights]</i></p>
27.4	<p>In the case of consulting services other than FS/DED/CS, the schedule of rating points for Qualifications of Key Personnel for the Project shall be as follows: <i>[Insert schedule]</i></p>
27.5	<p>The minimum required Technical Rating is <i>[insert number of points]</i>.</p>
27.6	<p>For this procurement, the Minimum or Passing Rating of 60 points multiplied by the respective weight of that personnel for the qualifications of Individual Personnel <i>[shall/shall not]</i> be applied.</p>
28.1	<p>The opening of Financial Proposals shall be on <i>[insert date and time]</i> at <i>[insert place]</i>.</p> <p>Financial Proposals <i>[shall/shall not]</i> be opened in public.</p> <p><i>[Insert here any additional instructions regarding Bid opening.]</i></p> <p><b>NOTE:</b> <i>The opening of Financial Proposals in public or otherwise depends on the evaluation procedure to be used by the Procuring Entity.</i></p>

28.2	<p><i>If the Funding Source is GOP, select the corresponding provision for the evaluation procedure mentioned in <b>ITB</b> Clause 1.1.</i></p> <p><i>For Quality Based Evaluation (QBE):</i> Only the Financial Proposal of the Consultant achieving the highest Technical Rating (Rt) shall be opened by the BAC in the presence of the Consultants when the highest ranked firm is invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted in accordance with the instructions given in <b>ITB</b> Clause 24 and this <b>BDS</b>. The BAC shall determine whether the Financial Proposals are complete, <i>i.e.</i>, whether all the documents mentioned in <b>ITB</b> 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 Bid. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in <b>ITB</b> Clause 13. The Financial Proposal shall not exceed the ABC. The Bid shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws.</p> <p>The negotiations shall be done in accordance with <b>ITB</b> Clause 26. Should these negotiations fail, the Financial Proposal of the Consultant achieving the second highest St shall be opened publicly in the presence of the Consultant and shall be invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted. If these negotiations still fail, then the same process is repeated for the next-in-rank Consultants until negotiations are successfully completed.</p> <p><i>For Quality Cost Based Evaluation (QCBE):</i> 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 <b>ITB</b> Clause 25.1. 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 <b>ITB</b> 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 <b>ITB</b> Clause 13. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes,</p>
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duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GOP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.

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

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

where:

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

F1 is the price of the Fm, and

F is the price of the Financial Proposal under consideration.

Using the formula  $TR = (Rt)(T\%) + (Rf)(P\%)$ ,

where:

TR is the Total Rating,

Rt is the Technical Rating,

Rf is the Financial Rating,

T is the weight given to the Technical Proposal, and

F is the weight given to the Financial Proposal,

the Bids shall then be ranked according to their TR, using the following weights of the Technical and Financial Proposals:

$$T = \underline{\hspace{2cm}}$$

$$P = \underline{\hspace{2cm}}$$

*If the Funding Source is WB:*

*For Quality Based Selection (QBS):* Only the Financial Proposal of the Consultant achieving the highest Technical Score (St) shall be opened by the BAC in the presence of the Consultants when the highest ranked Consultant is invited to negotiate its Bid and the contract on the basis of the Technical Proposal and the Financial Proposal (includes Model Form I as provided in Appendix VI) submitted in accordance with the instructions given in **ITB** Clause 24 and this **BDS**. The BAC shall determine whether the Financial Proposals are complete, *i.e.*, whether all the documents mentioned in **ITB** Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the Bid. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in **ITB** Clause 13. The Bid shall be deemed to *[include/exclude]* the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws.

	<p>The negotiations shall be done in accordance with <b>ITB</b> Clause 26. Should these negotiations fail, the Financial Proposal of the Consultant achieving the second highest St shall be opened publicly in the presence of the Consultant and shall be invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted. If these negotiations still fail, then the same process is repeated for the next-in-rank Consultants until negotiations are successfully completed.</p> <p><i><b>NOTE:</b> The Consultant shall use Appendix VI as reference in the preparation of its Model Form I which shall form part of its Financial Proposal for purposes of financial negotiations.</i></p> <p><i>For Quality Cost Based Selection (QCBS):</i></p> <p><i>Adopt paragraphs 1, 2, and 4 of the provision for QCBE above and replace paragraph 3 thereof with the following:</i></p> <p>The BAC shall determine whether the Financial Proposals are complete, <i>i.e.</i>, whether all the documents mentioned in <b>ITB</b> 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 Bid. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in <b>ITB</b> Clause 13. The Financial Proposal shall be deemed to <i>[include/exclude]</i> the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall <i>[include/exclude]</i> 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 the 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><i>For Fixed-Budget Selection Method:</i> The Procuring Entity shall select the Consultant that submitted the highest ranked Technical Proposal within the ABC. Bids that exceed the ABC shall be rejected. The selected Consultant is invited for negotiations.</p> <p><i>For Least-Cost Selection Method:</i> Subject to the provisions of <b>ITB</b> Clause 11.7, the Procuring Entity will select the lowest Financial Proposal among those that passed the minimum Technical Score. In both cases, the selected firm is invited for negotiations.</p> <p><i><b>NOTE:</b> If the Funding Source is WB, ABC is not applicable except for Fixed Budget Selection Method.</i></p>
29	<i>State whether Electronic Bidding will be adopted in this procurement.</i>
30.1	The address for negotiations is <i>[insert address]</i> .
30.2(f)	<i>If the evaluation procedure mentioned in <b>ITB</b> Clause 1.1 is QCBE, state the</i>

	<p><i>following:</i></p> <p>No negotiations pertaining to the Financial Proposal shall be undertaken.</p>
31.2(a)	<p><i>Specify whether Consultants have option to submit manually filed tax returns or tax returns filed through the BIR Electronic Filing and Payments System (EFPS).</i></p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>
31.7	<p><i>State whether Electronic Bidding will be adopted in this procurement.</i></p>
34.4(f)	<p><i>List additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.</i></p>
35.1	<p><i>Select one and delete the other.</i></p> <p><i>If the Funding Source is GOP, maintain the <b>ITB</b> Clause and state here: No further instructions.</i></p> <p><i>If the Funding Source is WB, state here: No performance security is required.</i></p>

***ANNEX III-1.1H***  
***Part II, Section III. General Conditions of***  
***Contract (GCC)***

**Notes on the General Conditions of Contract**

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

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

# GENERAL CONDITIONS OF CONTRACT

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## GENERAL CONDITIONS OF CONTRACT

### 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 Highest Rated Responsive Bid determined by the Procuring Entity as such in accordance with the **ITB** and specified in the **SCC**.
  - (c) “Consulting Services” refer to services for Infrastructure Projects and other types of projects or activities of the DPWH 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) “DPWH” means the Department of Public Works and Highways of the Government of the Philippines.
  - (f) “Effective Date” means the date on which this Contract comes into full force and effect.
  - (g) “Foreign Currency” means any currency other than the currency of the Philippines.
  - (h) “Funding Source” means the entity indicated in the **SCC**.
  - (i) “**GCC**” means these General Conditions of Contract.
  - (j) “Government” means the Government of the Philippines (GOP).
  - (k) “Local Currency” means the Philippine Peso (Php).
  - (l) “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.
  - (m) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.

- (n) “Personnel” means persons hired by the Consultant or by any Sub-Consultant 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.
- (o) “Procuring Entity” refers to the DPWH office procuring the Consulting Services.
- (p) “**SCC**” means the Special Conditions of Contract by which the **GCC** may be amended or supplemented.
- (q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (r) “Sub-consultant” 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.
- (s) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-Consultant.

## **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 Sub-Consultant, as well as the Personnel of the Consultant and any Sub-Consultant, 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 Sub-Consultant and any entity affiliated with such Sub-Consultant, 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 Sub-Consultants 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, 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**

- f) 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 Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- g) 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 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 Sub-Consultant, if any, is eligible, i.e., has the legal personality to act as a consultant in accordance with Part I, ANNEX IIIA-2, Part I, Section II. Eligibility Documents (EDs) 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**

All payments shall be made in Philippine Pesos.

## **20. Liability of 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 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**

This Contract shall take effect on the date of the Consultant's receipt of the NTP, in accordance with **ITB** Clause 32, 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 Sub-Consultants 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:

- (e) shall specify the nature of the failure; and
- (f) 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 Procuring Entity**

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

- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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;

- (k) 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 and coercive 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, and coercive practices shall have the same meaning as that provided in **ITB** Clause 3.1(a):
  - (l) 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;
  - (m) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to **GCC** Clause 34 hereof; or
  - (n) 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 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:
  - (1) that the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (2) the extent of termination, whether in whole or in part;
  - (3) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
  - (4) 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 any time 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 27.1(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 51.1(b) and 51.1(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 Consultant and Software Developed to be Property of 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 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 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 E 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 **Form DPWH-CONSL-25(TPF 5)** 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:
  - (1) the selection of the Sub-Consultant 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
  - (2) the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in **Form DPWH-CONSL-25(TPF 5)** 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 Sub-Consultants 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 ANNEX III-1.1K, Form DPWH-CONSL-25(TPF5).

**39.3.** The Key Personnel and Sub-Consultants listed by title as well as by name in ANNEX III-1.1K, Form DPWH-CONSL-25(TPF5) 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 ANNEX III-1.1K, Form DPWH-CONSL-25(TPF5). 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.** In accordance with DPWH DO 21, series of 2015, no changes shall be made in the Key Personnel, except for justifiable reasons beyond the control of the Consultant, 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**. In any case, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons.
- 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, and Leave**

- 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 the **SCC**, the Procuring Entity shall make available to the Consultant such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, who 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 the **SCC**, 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 the **SCC**, 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 31.2.
- 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:
- (1) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity.
  - (2) The Consultant has no pending claims for labor and materials filed against it.
  - (3) Other terms specified in the SCC.
- 42.5.** 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 Sub-Consultants 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 and Discounts**

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 Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### **45. Procurement by 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**

27.2 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.

27.3 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 Procuring Entity on Government Requirements**

**48.1.** The Procuring Entity may assist the Consultant, Sub-Consultants, 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, Sub-Consultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants, 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 Sub-Consultant 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 Sub-Consultant or the Personnel of either of them.

#### **50. Sub-Contract**

- 50.1.** Unless otherwise specified in the **SCC**, the Consultant may sub-contract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **SCC**, provided that the Consultant shall directly undertake, using its own personnel and resources, not less than eighty percent (80%) of the contract works in terms of cost.
- 50.2.** However, sub-contracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project. The Consultant shall be responsible for the acts, defaults, and negligence of any of its sub-contractors, its agents, servants or workmen.
- 50.3.** Sub-contractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any sub-contractor is found by the Procuring Entity to be ineligible, the sub-contracting of such portion of the Consulting Services shall be disallowed.
- 50.4.** The Consultant may identify the sub-contractor 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 sub-contractor during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. Sub-contractors identified during the bidding may be changed during the implementation of the contract, subject to compliance with the eligibility requirements and approval of the Procuring Entity.
- 50.5.** For any assignment and sub-contracting of the contract or any part thereof made without prior written approval by the concerned HOPE, the DPWH shall impose on the erring consultant, after the termination of the contract, the penalty of suspension for one (1) year for the first offense, and suspension of

two (2) years for the second offense from participating in the public bidding process, pursuant to the provision of Appendix 3, Section 4.2 of the IRR of RA 9184, in accordance with Section 69(6) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws.

## **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 27.1(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

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

## **52. Contract Cost**

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

52.2. 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) If requested by the Consultant, 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 a bank guarantee in favor of the Procuring Entity issued by a bank 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 26.3 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.

***ANNEX III-1.11***  
***Part II, Section IV. Special Conditions of Contract***  
***(SCC)***

**Notes on the Special Conditions of Contract**

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

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

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

However, no special condition which defeats or negates the general intent and purpose of the provisions of the **GCC** should be incorporated on the **SCC**.

## Special Conditions of Contract

GCC Clause	
(b)	<p>The Funding Source is:</p> <p><i>Select one and delete the other:</i></p> <p>The Government of the Philippines (GOP)</p> <p><i>Or</i></p> <p>The World Bank (WB)</p>
6.2(b)	<p><b>NOTE:</b> <i>It is essential that Consultants that advise Procuring Entities on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their obligations and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:</i></p> <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 Sub-Consultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agrees that its 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><b>NOTE:</b> <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 <b>GCC Clause 8</b>.</p> <p><i>If there is no such manager, state: Not Applicable.</i></p>
10	<p><i>Select one and delete the other.</i></p> <p><i>If the Funding Source is the GOP, maintain the <b>GCC Clause</b> and state here:</i> No further instructions.</p> <p><i>If the Funding Source is WB, state the following:</i></p> <p>The terms and conditions of this Contract, including the scope of the Services may be modified during contract implementation as between Parties; provided, however, that each Party shall give due consideration to any</p>

	proposal for modification made by the other Party. Such modifications shall become effective upon the execution of a written agreement between the Parties.
12	The Authorized Representatives are as follows:  For the Procuring Entity: _____  For the Consultant: _____
15.1	The addresses are:  <u>Procuring Entity</u> : <i>[insert name of Procuring Entity]</i>  Attention: <i>[insert name of the Procuring Entity's authorized representative]</i>  Address: _____  Facsimile: _____  Email Address: _____  <u>Consultant</u> : <i>[insert name of the Consultant]</i>  Attention: <i>[insert name of the Consultant's authorized representative]</i>  Address: _____  Facsimile: _____  Email Address: _____
15.2 and 15.3	Notice shall be deemed to be effective as follows:  (a) in the case of personal delivery or registered mail, on delivery; or  (b) in the case of facsimiles, within <i>[insert hours]</i> following confirmed transmission.
18.3	<i>State here Consultant's account where payment may be made.</i>
20	<i>Select one delete the other.</i>  <i>If the Funding Source is GOP, state here "No additional provision." or, if the Consultant is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</i>  <i>If the Funding Source is WB, select one and delete the other.</i>  The Consultant's liability shall be that defined under the Applicable Law.

	<p><i>Or</i></p> <p><b>NOTE:</b> <i>If the Parties wish to limit or to partially exclude the Consultant’s liability to the Procuring Entity, they should note that, to be acceptable, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant’s ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Consultant’s liability should not be limited to less than (i) the estimated total payments to the Consultant under the Contract for remuneration and reimbursables, or (ii) the proceeds the Consultant may be entitled to receive from any insurance they maintain to cover such liability, whichever of (i) or (ii) is higher. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or willful misconduct. Consequently the following provisions with respect to the Consultant’s liability, which the Parties could introduce here in the SCC:</i></p> <p>Limitation of the Consultant’s Liability towards the Procuring Entity are as follows:</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity’s property, shall not be liable to the Procuring Entity:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultant’s liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.</p> <p><b>NOTE:</b> <i>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></p>
22	<p>The effectiveness conditions are the following:</p> <p><i>State “None” or List here any conditions of effectiveness of the Contract, e.g., approval of this Contract by the NEDA, DBM, WB, etc., Procuring Entity’s approval of Consultant’s bid for appointment of specified key staff members,</i></p>

	<i>effectiveness of Appropriations, Loans or Credits, receipt by Consultant of advance payment and by Procuring Entity of advance payment guarantee.</i>			
24	The time period shall be <i>[insert length of time]</i> or such other time period as the parties may agree in writing.  <i>NOTE: Fill in the time period, e.g., “four (4) months after the submission of the Consultant final report”</i>			
34.2	<i>Select one, delete the other:</i>  <i>If Funding Source is GOP:</i> 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.  <i>If Funding Source is a foreign government/foreign or international financing institution, state the applicable arbitration procedures.</i>			
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity are as follows:  <i>[List here documents and software, stating restrictions on future use if any.]</i>			
38.1(d)	Other Consultant’s actions requiring the Procuring Entity’s prior approval, aside from those mentioned in <b>GCC</b> Clause 38.1(a) to (c), are:  <i>[List here other actions of the Consultant that require the Procuring Entity’s approval.]</i>  <i>If none, state: “No further instructions.”</i>			
39.5	The Consultant may change its Key Personnel only for reasons of death, serious illness, incapacity of an individual Consultant, which shall be supported with written certifications or affidavits, or until after fifty percent (50%) of the Personnel’s man-months have been served.  Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.			
41	The Procuring Entity shall provide the following Counterpart Personnel with their corresponding responsibilities:  <table border="0"> <tr> <td style="text-align: center;"><u>Name</u></td> <td style="text-align: center;"><u>Designation</u></td> <td style="text-align: center;"><u>Responsibilities</u></td> </tr> </table> <i>Otherwise, state: “The Procuring Entity shall not provide any Counterpart Personnel.”</i>	<u>Name</u>	<u>Designation</u>	<u>Responsibilities</u>
<u>Name</u>	<u>Designation</u>	<u>Responsibilities</u>		
42.1	<i>Select one, delete the other.</i>			

	<p><i>If the Funding Source is GOP, maintain the <b>GCC Clause</b> and state here: No further instructions.</i></p> <p><i>If the Funding Source is a foreign government/foreign or international financing institution, maintain the <b>GCC Clause</b> and state “No further instructions,” “No Performance Security is required”, or specify the acceptable form(s) with the corresponding amount(s) of the performance security.</i></p>
42.4(c)	<i>Specify additional conditions, if any, that must be met prior to the release of the Performance Security, otherwise, state “No further instructions”.</i>
50.1	The Consultant may sub-contract not more than <i>[insert percent]</i> of the services in this Contract in terms of cost.
52.1	The total ceiling amount in Philippine Pesos is <i>[insert amount]</i> .
53.2	<p><i>Select one, delete the other.</i></p> <p><i>If the Funding Source is GOP, state here: No additional instructions.</i></p> <p><i>If the Funding Source is WB, select one delete the other using the provisions on Appendices VI and VII as reference.</i></p> <p><i>Where price is not an evaluation criterion in the selection of consultant, e.g. QBS, the Procuring Entity must request the Consultant to submit certain representations about the Consultant’s salary and related costs, which representations are then to be used by the Parties in negotiating the applicable remuneration rates. In this case, the text set forth below should be used.</i></p> <p>It is understood that:</p> <ol style="list-style-type: none"> <li>1. the remuneration rates shall cover: <ol style="list-style-type: none"> <li>(a) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultant’s average costs, as represented by the financial statements of the Consultant’s latest three fiscal years;</li> <li>(b) the cost of backstopping by home office staff not included in the Personnel listed in Appendix III; and</li> <li>(c) the Consultant’s fee;</li> </ol> </li> <li>2. bonuses or other means of profit-sharing shall not be allowed as an element of overhead; and</li> <li>3. any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity, once the applicable salaries and allowances are known.</li> </ol>

The remuneration rates have been agreed upon based on the representations made by the Consultant during the negotiation of this Contract with respect to the Consultant's costs and charges, as such representations are evidenced by:

1. the form "Consultant's Representations regarding Costs and Charges," dated *[Fill in the date of the Form properly executed by the Consultant]*, which was submitted by the Consultant to the Procuring Entity during such negotiation; and

*[NOTE: The form to be prepared shall use Appendix VI as a basis and shall be attached as part of the Financial Proposal as Model Form I]*

2. the form "Breakdown of Agreed Fixed Rates in Consultant's Contract," dated *[Fill in the date of the Form properly executed by the Consultant]*, which was executed by the Consultant at the conclusion of such negotiation.

*[NOTE: A sample of such form is included as Appendix VII and shall be attached at the end of the SCC as Model Form II. The Consultant should be requested to execute this Form at the conclusion of the contract negotiation when the Parties have agreed on the fixed rates and their breakdown.]*

Should these representations be found by the Procuring Entity (either through inspections or audits) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations.

Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultant, or if there are no further payments to be made by the Procuring Entity to the Consultant, the Consultant shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity.

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 this Contract.

*Or*

*Where price is an evaluation criterion, e.g. QCBS, the above representations are not required, and the provision set forth below shall be used.*

It is understood that:

1. the remuneration rates shall cover:
  - (a) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and

	<p>overhead;</p> <p>(b) the cost of backstopping by home office staff not included in the Personnel listed in Appendix III; and</p> <p>(c) the Consultant's fee;</p> <p>2. bonuses or other means of profit-sharing shall not be allowed as an element of overhead; and</p> <p>3. any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity.</p>
53.4	<p>The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening:</p> <p>1. a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix IV;</p> <p>2. the following transportation costs:</p> <p>(a) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class;</p> <p>(b) the cost of transportation to and from the Government's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Government's country shall have been for not less than three (3) consecutive months, duration. If the project period for resident staff of the foreign Personnel shall be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month project shall be reimbursed;</p> <p>(c) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and</p> <p>(d) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV;</p>

3. the cost of communications (other than those arising in the Government's country) reasonably required by the Consultant for the purposes of the Services;
4. the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendix IV;
5. the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: *[insert amount]*;
6. the cost of shipment of personal effects up to *[insert amount]*;
7. the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix IV;
8. the cost of training of the Procuring Entity's personnel outside the Government's country, as specified in Appendix IV;
9. the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix IV;
10. the foreign currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;
11. the cost of items not covered in the foregoing but which may be required by the Consultant for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and
12. any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon.

**NOTE:** *Items that are not applicable should be deleted; others may be added.*

The reimbursable expenditures in local currency shall be as follows:

1. a per diem allowance for each of the short-term foreign Personnel (*i.e.*, with less than twelve (12) months consecutive stay in the Government's country) for the first ninety (90) days during which such Personnel shall be in the Government's country;
2. a per diem allowance for each of the short-term foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Government's country;
3. a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in the Government's country) at the rates specified in Appendix IV;

	<p>4. the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV;</p> <p>5. the cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV;</p> <p>6. the local currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;</p> <p>7. any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and</p> <p>8. the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity.</p> <p><i>NOTE: Items that are not applicable should be deleted.</i></p>
53.5(a)	<p><i>Select one delete the other.</i></p> <p>No advance payment is allowed.</p> <p><i>Or</i></p> <p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>(a) An advance payment of <i>[insert amount]</i> in Philippine peso shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment shall be set off by the Procuring Entity in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p> <p>(b) The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a duly licensed surety or insurance company and confirmed by the Procuring Entity.</p>
53.5(c)	<p>The interest rate is: <i>[insert interest rate]</i>.</p> <p><i>NOTE: For GOP funded projects, interest rate is zero.</i></p>
55.6	<p><i>Select one, delete the other.</i></p> <p><i>If the Funding Source is the GOP, maintain the GCC Clause and state here:</i> No further instructions.</p>

*If the Funding Source is the WB, state the following.*

The services of the Consultant may be expanded in that it may be asked to perform additional works not covered under the original agreement but deemed necessary by the Procuring Entity for the satisfactory completion of the project. This expansion of work must be covered by a variation order, which must have the prior approval of the HOPE or his duly authorized representative. The same rules apply for reductions in the services of the consultant. No variation order shall commence until after the approval of the variation order has been secured. The HOPE or his duly authorized representative shall act upon the request submitted by the end user unit for a variation order within ten (10) days from receipt of such request. The Consultant shall submit to the Procuring Entity an estimate which shall include the following:

- (a) an estimate of the impact (if any) of the variation on the current Staffing Schedule;
- (b) a detailed schedule for execution of the variation showing the resources to be employed and any significant milestones;
- (c) a detailed costing covering the total amount of the variations; and
- (d) a proposed revision of the schedule of payments, as applicable, pursuant to Appendices IV and/or V.

No variation will be allowed that exceeds either individually or cumulatively an amount exceeding ten percent (10%) of the original contract price provided further that the Procuring Entity issues a Certificate of Availability of Funds covering the amount of the variation.

## ***ANNEX III-1.1J***

### ***Part II, Section VI. Terms of Reference (TOR)***

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

The Appendices in **ANNEX III-1.1L** present sample **TORs** for commonly used consulting services.

# ***ANNEX III-1.1K***

## ***Part II, Section VI. Bidding Forms (BFs)***

In preparing its bid, the bidder shall use the following forms which are shown in **ANNEX IIIB** (Standard Bidding Forms) of the Procurement Manual for Consulting Services:

<b><u>Form No.</u></b>	<b><u>Name</u></b>
DPWH-CONSL-04	Checklist of Eligibility Requirements
DPWH-CONSL-05	Expression of Interest (EOI)
DPWH-CONSL-06(TPF2A)	Experience on Completed Projects
DPWH-CONSL-07(TPF2B)	Experience on On-Going Projects
DPWH-CONSL-08	Joint Venture Agreement (JVA)
DPWH-CONSL-22(TPF1)	Technical Proposal Submission Form
DPWH-CONSL-23 (TPF3)	Comments on TOR and Data, Services and Facilities to be provided by the Procuring Entity
DPWH-CONSL-24(TPF4)	Approach, Methodology and Work Plan
DPWH-CONSL-25(TPF5)	Organizational Chart, Team Composition and Tasks
DPWH-CONSL-26(TPF6)	Curriculum Vitae of Key Personnel
DPWH-CONSL-27(TPF7)	Time Schedule of Professional Personnel
DPWH-CONSL-28(TPF8)	Activity (Work) Schedule
DPWH-CONSL-29	Omnibus Sworn Statement
DPWH-CONSL-30(FPF1)	Financial Proposal Submission Form
DPWH-CONSL-31(FPF2)	Summary of Costs
DPWH-CONSL-32(FPF3)	Breakdown of Price for the Project
DPWH-CONSL-33(FPF4)	Breakdown of Remuneration for the Project
DPWH-CONSL-34(TPF5)	Reimbursables by Activity
DPWH-CONSL-52	Form of Contract Agreement

The bidder may download these forms from the DPWH website. The bidder may also obtain from the Procuring Entity hard copies of these forms as part of the **BIDs** for the contract.

***ANNEX III-1.1L***  
***Part II, Section VII. Appendices***

**APPENDIX A - SAMPLE TERMS OF REFERENCE FOR  
FEASIBILITY STUDY (FS)**

**APPENDIX B - SAMPLE TERMS OF REFERENCE FOR  
DETAILED ENGINEERING DESIGN (DED)**

**APPENDIX C - SAMPLE TERMS OF REFERENCE FOR  
CONSTRUCTION SUPERVISION (CS)**

**APPENDIX D - SAMPLE TERMS OF REFERENCE FOR  
PARCELLARY SURVEY**

**APPENDIX E - SAMPLE TERMS OF REFERENCE FOR  
TOPOGRAPHIC SURVEY**

**APPENDIX F - SAMPLE TERMS OF REFERNCE FOR  
GEOTECHNICAL AND GEOLOGICAL  
INVESTIGATIONS**

# **DEPARTMENT OF PUBLIC WORKS & HIGHWAYS**

## **TERMS OF REFERENCE**

### **FOR**

### **FEASIBILITY STUDY OF SELECTED MISSING GAP/ROAD OPENING PROJECTS**

#### **1.0 INTRODUCTION**

The Department of Public Works and Highways (DPWH) is seeking to develop its pipeline of road transport projects nationwide for implementation and/or possible external financial assistance in their implementation. As part of the initial stage in the project development cycle, feasibility studies assessing the technical, economic, environmental, and social impacts of the project are required.

The proposed conduct of feasibility studies for these projects are grouped into three (3) packages envisaged to be undertaken by local consulting firms (Consultants) under the direction of the DPWH through its Project Preparation Division, Planning Service (PPD, PS). The feasibility studies are expected to determine the extent and nature of improvements/construction required, the economic and technical justifications thereof and in relation to their environmental and social impacts, and the development of a suitable and optimal investment program. The findings of the Study are intended for use by the DPWH for the purpose of implementing the projects through local financing and seeking financial assistance from external sources if determined to be feasible.

This is in line with the Department of Budget and Management's (DBM's) directive that new spending proposals for DPWH projects/programs costing P100 million and above will require the presentation of the results of the pre-investment feasibility study.

#### **2.0 OBJECTIVES**

The objectives of the study are to: (a) determine the technical and economic feasibility in terms of the optimum level and timing for improvement/road opening of the roads under consideration, (b) induce economic development, (c) remove existing transportation constraints and (d) assist in attaining the socio-economic objectives inherent in the Government's economic development policy for the country as a whole and for the project areas in particular.

The main focus of the Government's development plans are based on the Medium Term Philippine Development Plan (MTPDP), projects under the State of the Nation Address (SONA) of the President, Comprehensive and Integrated Infrastructure Program (CIIP) and the 10 Point Agenda of the present Administration.

Specifically, the Study should determine the feasibility of constructing new roads and missing links and reconstructing and rehabilitating existing local and barangay roads which are not in accordance with the design standard of the Department for national roads. The lists of roads to be studied by corresponding package are presented in Tables 1, 2 and 3 of this Terms of Reference.

The Consultants shall prepare a suitable project package which would include an optimally phased program of investments for the projects in this study, which would be consistent with the Government's development plans also taking into consideration the priority projects of other government agencies and private sector investment initiatives. The Consultants shall also identify the complementary investments needed to assure the success of the road investments.

### **3.0 SCOPE OF CONSULTING SERVICES**

#### **3.1 GENERAL**

The scope of consulting services shall involve the preparation of Feasibility Study Reports and Initial Environmental and Social Assessments and is the subject of the TOR.

The Consultants scope of work shall cover but not necessarily be limited to the items listed hereunder.

a. The Consultants shall:

- (1) Review available feasibility studies and detailed engineering reports and other documents relevant to the project areas with emphasis on transport infrastructure and their development aspects.
- (2) Perform field reconnaissance of the study area with regard to:
  - Existing situation of the project roads and relevant road network under study
  - Identification of alternative alignments, design and improvement levels/options
  - Location of traffic sections as established in Road and Bridge Information Application (RBIA) and Road Traffic Information Application (RTIA) derived from National Road traffic Survey Program (NRTSP)
  - Traffic trends, vehicle fleet composition and characteristics as established in the latest Highway Planning Manual (HPM) of DPWH
  - Preparation of Traffic Management Plan
  - Road safety audit
  - Existing and potential development
  - Locally available data on social and economic activities
  - Potential likelihood of environmental issues, disaster risks, and flooding
  - Application of value engineering
- (3) Coordinate with the Planning Service through its Director for the on-going/completed road project. Data from Road and Bridge Information Application (RBIA), Road Traffic

Information Application (RTIA), Pavement Management System (PMS), Bridge Management System (BMS), etc. should be utilized appropriately in the study.

- (4) Based on the results of items (1), (2), and (3), perform field investigations of the study area with regard to:
  - (a) Additional information on the existing situation of the project roads and relevant road network under study
  - (b) Supply and quality of transportation facilities in the area
  - (c) Identification of alternative improvement levels and/or alignments including network capacity expansion proposals
  - (d) Location of additional traffic survey stations
  - (e) Passenger and cargo trip characteristics
  - (f) Resource base and economic development potentials
  - (g) Identification of flood-prone areas and recommendation of mitigating measures to improve drainage system and address flooding problems.
  - (h) Locations of accident-prone access and recommend measures that will address the problem
  - (i) Applicability of value engineering
- (5) Recommend technical solutions with respect to type of improvement/construction and pavements required with appropriate justification, taking into consideration the applicability of Department Order No. 40, Series of 2014.
- (6) Coordinate with the Environmental and Social Safeguard Division, Planning Service (ESSD, PS) of the DPWH with regards to the environmental impact and social assessments of the project roads listed in this TOR. Likewise, the Consultants shall take into consideration all environmental and social issues during their technical and economic evaluation.
- (7) Rank the feasible projects, in consideration of environmental and social issues, according to their order of importance to the national and regional economies. For general presentation purposes, the economic indicators should be shown for each road project on an overall basis and further broken down into unfeasible and feasible sections. The feasibility should, however, also be shown by homogeneous sections.

The Government shall endeavor to provide the data available in its planning databases. The Consultants shall however remain solely responsible for assessing the probable accuracy of the data as well as the preparation of all field surveys and investigations and for the findings and recommendations arising there-from and presented in their reports.

The Study shall be performed in accordance with accepted professional standards utilizing sound engineering and economic evaluation practices and environmental and social requirements. The Consultants shall adopt any of the accepted evaluation models which are being used by DPWH. The Consultants scope of work shall cover but not necessarily be limited to the items listed in the subsequent paragraphs.

Table 1: List of Project Road by Contract Package No. 1  
(Regions I, II, CAR)

Selected Missing Gap/Road Opening Projects			
	ROAD NAME	LOCATION/(PROVINCE & REGION)	LENGTH (KM)
1	Asin(KM 8)-Nangalisan-Sn Pascual, Tuba, Benguet-LU	La Union 2nd / Region I	9.552
	<i>Sub-total</i>		<b>9.552</b>
2	Tabuk-Tanudan-Banawe Rd	Ifugao 2nd / CAR	12.166
		Kalinga / CAR	16.698
		Mt. Province / CAR	17.225
		Mt. Province / CAR	3.585
	<i>Sub-total</i>		<b>49.674</b>
3	Abra-Cervantes Rd	Abra / CAR	31.426
		Abra / CAR	22.447
		Ilocos Sur 2nd / Region I	10.955
	<i>Sub-total</i>		<b>64.829</b>
4	Ilocos Norte-Apayao Rd	Ilocos Norte 2nd / Region I	5.593
	<i>Sub-total</i>		<b>5.593</b>
5	Jct. Logac-Lasam-Gagabutan Rd	Cagayan 2nd / Region II	23.380
	<i>Sub-total</i>		<b>23.380</b>
6	Burgos-Lidlidda Rd	Ilocos Sur 2nd / Region I	9.050
	<i>Sub-total</i>		<b>9.050</b>
7	Aritao-Quirino Rd	Quirino / Region II	54.000
	<i>Sub-total</i>		<b>54.000</b>
8	Ayaga-Sta. Marcela-Lasam Rd	Cagayang 2nd / Region II	43.607
	<i>Sub-total</i>		<b>43.607</b>
9	NRJ Villa Sur-San Pedro-Cabua-an-Ysmael-Disimungal	Quirino / Region II	17.618
	<i>Sub-total</i>		<b>17.618</b>
10	Alfonso Lista - Aurora Bdry. Rd	Isabela 2nd / Region II	7.510
	<i>Sub-total</i>		<b>7.510</b>
11	Jct Gattaran-Cumao-Capissayan-Sta Margarita-Bolos	Cagayan 1st / Region II	50.234
	<i>Sub-total</i>		<b>50.234</b>
	<b>SUB-TOTAL FOR PACKAGE 1</b>		<b>335.047</b>

Table 2: List of Project Road by Contract Package No. 2  
(Regions IV-A, IV-B, V, VI, VII)

<b>Selected Missing Gap/Road Opening Projects</b>			
	<b>ROAD NAME</b>	<b>LOCATION/(PROVINCE &amp; REGION)</b>	<b>LENGTH (KM)</b>
1	Mauban-Tignoan Rd	Quezon 1st / Region IVA	26.360
	<b>Sub-total</b>		<b>26.360</b>
2	Victoria-Sablayan Rd	Mindoro Occ. / Region IV-B	35.098
		Mindoro Oriental / Region IV-B	6.316
	<b>Sub-total</b>		<b>41.414</b>
3	Bulalacao-San Jose-Jct Mayapa Rd	Mindoro Occ. / Region IV-B	6.007
		S. Mindoro / Region IV-B	3.004
	<b>Sub-total</b>		<b>9.011</b>
4	Palawan Circumferential Rd	Palawan / Region IV-B	52.033
	<b>Sub-total</b>		<b>52.033</b>
5	Dr. Damian Reyes Rd	Marinduque / Region IV-B	9.585
	<b>Sub-total</b>		<b>9.585</b>
6	Calabanga-Tinambac Rd	Cam Sur 2nd / Region V	8.638
		Cam Sur 3rd / Region V	10.684
	<b>Sub-total</b>		<b>19.322</b>
7	Panay East-West Rd	Antique / Region VI	28.017
		Iloilo 2nd/ Region VI	13.001
	<b>Sub-total</b>		<b>41.018</b>
8	Jct Bancal-Leon-Antique Bdry Rd	Iloilo 4th / Region VI	11.726
	<b>Sub-total</b>		<b>11.726</b>
9	Bayawan-Kabankalan Rd	Negros Occ 3rd / Region VI	4.762
		Negros Or 3rd / Region VII	30.771
	<b>Sub-total</b>		<b>35.532</b>
	<b>SUB-TOTAL FOR PACKAGE 2</b>		<b>246.001</b>

Table 3: List of Project Road by Contract Package No. 3  
(Regions X, XI, XII, XIII, ARMM)

Selected Missing Gap/Road Opening Projects			
	ROAD NAME	LOCATION/(PROVINCE & REGION)	LENGTH (KM)
1	Mawab-Maragusan-Caraga Road	Davao Oriental 1st/ Region XI	50.000
		Compostella Valley 1st/ Region XI	
		Compostella Valley 2nd/ Region XI	
	<b>Sub-total</b>		<b>50.000</b>
2	Lanao del Norte Interior Circumferential Road (LDNICR)	Lanao del Norte 1st/ Region X	30.72
			<b>30.720</b>
3	Sampaguita-Makilos (Agusan del Sur/Bukidnon Bdry), Agusan del Sur	Agusan del Sur 1st / Region XIII	68.164
	<b>Sub-total</b>		<b>68.164</b>
4	Bacolod-Madalum Highway	Lanao Del Sur 2nd / ARMM	7.105
	<b>Sub-total</b>		<b>7.105</b>
5	Malaybalay-Agusan Rd	Agusan del Sur 1st / Region XIII	46.598
	<b>Sub-total</b>		<b>46.598</b>
6	Demolok-Little Baguio-Alabel Rd	Sarangani DEO / Region XII	55.871
	<b>Sub-total</b>		<b>55.871</b>
7	NRJ Bayugan-Tandag Rd	Surigao del Sur 1st / Region XIII	22.772
	<b>Sub-total</b>		<b>22.772</b>
8	Butuan City-Tandag Rd	Agusan del Sur 1st / Region XIII	18.140
		Surigao del Sur 1st / Region XIII	35.681
	<b>Sub-total</b>		<b>53.821</b>
	<b>SUB-TOTAL FOR PACKAGE 3</b>		<b>335.051</b>

## **3.2 DETAILED SCOPE OF WORK**

In the conduct of the Study, the Consultants shall perform the work, but not necessarily limited to the following:

### **3.2.1 ECONOMIC AND TRAFFIC STUDIES**

1.0 Conduct additional traffic surveys as required and/or update traffic data if these are not covered in the DPWH central database or is deemed out-of-date respectively, including but not limited to traffic counts, origin-destination studies, and shall establish traffic projections based on traffic generating sources related to the national, regional and sector plans, including plans for other transport modes and other factors to include:

- a) Population growth and changes in rural and urban population distribution;
  - b) National and regional economic growth and per capita income growth;
  - c) Development of agricultural and forestry resources;
  - d) Development of the tourism industry, considering likely future growth and prospects as well as public and private plans for tourism infrastructure development of various locations within the project area and their impact on traffic and induced benefits;
  - e) Development of manufacturing and processing industries and mineral resources;
  - f) Development potential in areas with available and untapped resources;
  - g) Planned infrastructure and land use development; and
  - h) Likely traffic diversion from other transport modes to the roads due to proposed improvements and also the interdependency between the roads (including existing roads within the network but not directly included in this Study) as it affects traffic generation and assignment.
- 2.0 Characterize the existing and future supply of transport facilities in the area in order to establish the inter-linkages among the modes i.e. land, water and air.
- 3.0 Determine basic vehicle operating costs under ideal road and traffic conditions, considering the economic condition of the area.
- 4.0 Establish vehicle operating costs, considering the present road condition as well as the proposed improved condition for different vehicle types.
- 5.0 Establish traffic projections based on demographic characteristics, regional production by sector, regional economic development forecasts and local resource base.

- 6.0 Conduct road network analysis considering the effect of completing the missing gaps in the road network, specifically in the traffic flow behaviour, by adapting an acceptable transport model in the analysis.
- 7.0 Since some of the roads have both competitive and complementary characteristics among themselves and in relation to other highways and other components of the transportation system (including sea and air transport routes), the Consultants shall for traffic assignment purposes take these additional factors into account, including an assessment of transport costs by other modes.
- 8.0 Perform economic analysis using appropriate opportunity costs of capital (12% and 15%) on the various project components with a view to determine the size and timing of execution. Compare the estimated economic costs (as distinct from the financial costs) with the benefits expected to accrue (for economic life of the roads) from the proposed alternative improvements levels.
- 9.0 After consideration of all the factors mentioned above, and after determination of the appropriate opportunity cost of capital (or its range), undertake economic analysis of the various individual project components to determine their size and timing of execution, by comparing the estimated economic costs (as distinct from the financial costs with the benefits expected to be derived (for the economic life/project horizon of the roads) for the alternative improvement levels.
- 10.0 Costs determined shall include, but not be limited to:
  - a) Estimates of future vehicle operating costs;
  - b) Estimates of economic and financial construction costs, and
  - c) Estimates of future costs of routine and periodic road maintenance.

Benefits to be derived shall include, inter-alia, the following:

- a) Reduction in road-user transport costs including higher load capacity for goods carrying vehicle (suitably broken down into normal, diverted and generated traffic components) for all traffic, including and excluding savings in travel time for passenger traffic;
  - b) Reduction in road maintenance and repair costs; and
  - c) Increased economic activity directly induced by the Project i.e., net value added of increased agricultural production or induced tourism benefits vis-à-vis generated traffic benefits.
- 10.0 The economic analysis shall be performed on a “with project” and “without project” basis by the determination, among other things, of the relevant implementation plan. These indicators shall include inter-alia the following for both individual project items on a whole and, where necessary, phased implementation: (i) Internal Rate of Return; (ii) Net Present Worth; (iii) NPW/cost; and (iv) Benefit-Cost Ratio.

- 11.0 Traffic growth rates shall be estimated on a project basis adopting applicable parameters and employing regional estimates of transport demand income elasticity.
- 12.0 Shadow prices shall be applied in economic evaluation analysis for both costs and benefits. However, the economic costs, benefits and economic feasibility indicators shall be presented with and without shadow pricing elements. The Consultants shall solely be responsible for these analyses but should consult with the National Economic Development and Authority (NEDA).
- 13.0 All economic indicators and all basic parameters (i.e, traffic growth factors, projects costs, vehicle operating costs, etc.) shall be subjected to sensitivity analyses of sufficient range and detail to permit rational examination of possible implementation alternatives (both of scale and timing).
- 14.0 Evaluation of stage construction, where appropriate, for pavement width and thickness and for single-lane or two-lane bridges should also be carried-out, taking into consideration the applicability of Department Order No. 40, Series of 2014.
- 15.0 Social benefits shall also be defined and quantified to the extent possible and both quantifiable and non-quantifiable benefits shall be discussed in the light of their importance to the national economy and socio-economic objectives of the Government, with particular emphasis to the areas influenced by the roads. In this context due consideration shall be given to the social, environmental and economic impact of the improvement of these roads particularly to:
  - a) Identified beneficiaries,
  - b) Relative income status and socio-economic characteristics of the beneficiaries,
  - c) Pattern of distribution of benefits, and
  - d) Any other element/s having important influence on the well being of the population in the project areas. In particular, the Consultants shall provide a clear distribution of these benefits which are expected to accrue to small farmers (including tenants) and landless labor and other under-privileged groups such as in the form of improved access to and from markets for agricultural products and inputs, increased employment and mobility and improved access to health and educational facilities, etc.
- 16.0 The Consultants shall incorporate social benefits (with appropriate weightage) in the determination of socio-economic feasibility indicators. However, the economic indicators shall also be shown including efficiency pricing. It is expected of the Consultants that they shall provide an in-depth review and evaluation of the relevant information in this regard on the evaluation and the methodology used, and its effect on scope, timing and scale of the recommended feasible roads in this Project undertaking.
- 17.0 The Consultants shall recommend the mode of financing for the ensuring projects e.g. local fund, ODA and Private-Public-Partnership (PPP). Likewise, they should include recommendations to Government as the utilization of its budget strategy and loan negotiation potential.

18.0 The Consultants shall take into consideration economic and traffic aspects, potential risks as well as environmental and social concerns/issues.

### **3.2.2 ENGINEERING STUDIES**

Relative to engineering studies the Consultants shall undertake the following:

- a) Review the existing DPWH standards for geometric, pavement designs and construction and propose any modification which may be required for discussion with the Project Team to meet the requirements of the future traffic and economic consideration of the roads;
- b) Develop appropriate standards for geometric and pavement designs and construction to meet the requirements of the projected traffic on the roads, taking into consideration the applicability of Department Order No. 40, Series of 2014. Particular attention should be given to the choice between various types of pavement based on appropriate economic and engineering studies, including construction costs, maintenance costs and vehicle operating costs;
- c) Initiate and conduct the necessary field investigations including topographic, pavement, geological and geo-technical investigations in order to gather data for the preparation, among other things, of cost estimates. Moreover, the Consultants shall review any available data from the DPWH relevant to the aforementioned surveys. If there are any available data, these should be utilized, unless otherwise deemed out-of-date, and these should be updated in the field. Likewise, data which are not available should be gathered in the field;
- d) Investigate the availability of suitable road construction materials, including suitable embankment materials aggregates, etc.;
- e) Identify at least three (3) alternative alignments and evaluate the best option prior to the alignment survey.
- f) Conduct alignment survey for every missing gap section of the proposed road projects as deemed necessary;
- g) Investigate alternative construction methods suitable for the project areas including labor-intensive methods, which might be relatively advantageous for low class roads in remote islands. The consultants shall recommend on the optimum construction method suitable for each project area, considering application of value engineering;
- h) Review/study the extent to which the areas traversed by the roads are subject to geological hazards and ensure that probable adverse effects, if any, are taken into account in formulating design standards and recommend provision of appropriate design to resist such forces;
- i) Undertake preliminary hydrological/hydraulic investigation and analyze data, thereof in the areas traversed and provide appropriate recommendations and design criteria i.e. such as size and locations of appropriate culverts and bridges and to properly

provide adequate drainage, flood protection against erosion and scour forces both for road and bridges foundations, and countermeasures for potential road slope disaster such as soil collapse, road slip, landslide, rock fall, etc.;

All available data (topographic and geologic maps of the territory, climatology reports, hydrologic maps, local drainage system plans, flood control project plans, etc.) related to the Project shall be collected and examined by the Consultant. These data shall be integrated with information collected directly onsite and from local authorities and other offices. These shall include trend of water course, stream velocity and maximum flood levels, flood prone areas, existing drainage system characteristics and conditions and design discharge for 50 and 25 year return period for bridges and box culverts, respectively.

- j) The extent and nature of the catchment basins of different water courses shall be determined by examining available topographical and geological maps, as well as, by means of direct or field investigation.
- k) Study the hydrological/hydraulic conditions (including available data) in the areas traversed and provide appropriate recommendations and design criteria for the size and location of appropriate culverts and bridges and to properly provide adequate drainage, flood protection against erosion and scour forces both for road and bridges foundations, and countermeasure for potential road slope disasters such as soil collapse, road slip, landslide, rock fall, etc.
- l) Undertake topographical survey along the road alignment and bridge site including setting out and establishment at appropriate locations of reference points for key controlling points of the survey line and sufficient benchmarks and GPS stations for identification and use during the subsequent engineering surveys.

The leveling shall be tied to the existing Government benchmarks in the area.

Cross-sections shall be taken at fifty (50) meter intervals, unless local condition require cross-section at closer intervals in order to provide the necessary details for earthwork, quantity calculations with an accuracy of ten percent (10%) of the final quantities.

Profiles and cross-sections shall be determined for all legs plus one hundred (100) meters beyond construction limits. Topographic maps with contours at 20-meter interval and coordinates and vicinity plan shall be prepared by the Consultants. All survey plans shall be prepared on reproducible materials of high quality.

River profile and river cross sections shall be surveyed for 500 meters each of up and downstream sides from a bridge. Cross-sections shall be measured at 100-meter interval for straight and uniform river reach portions, 50 m at minor river bends and 10 m at sharp bends.

All survey information and data shall be recorded and preserved in standard survey forms (including e-copies) and notebooks subject to the review/checking by the DPWH. Upon completion of the works, all original survey notes shall become the property of DPWH.

Relative to the data gathered, satisfactory harmony between the horizontal and vertical geometry should be established to complement with the existing terrain.

Design criteria recommendations are based on the projected traffic volume wherein the type of highway and geometry features shall be dependent.

Geometry design features used shall be consistent with speed selected; in accordance with the DPWH Design Guidelines and AASHTO.

- m) Supervise the setting out and establishment at appropriate locations of reference points for key controlling points of the survey line and sufficient bench marks for identification and use during subsequent engineering surveys.
- n) Review/study the geological conditions in the areas traversed and, on the basis of geotechnical investigations performed (and also utilizing all available data), provide appropriate recommendations and design criteria to permit proper foundation design for roads and bridges, with particular attention to slope stability problems in mountainous regions where side hill cuts and high fills may be encountered.
- o) Undertake geotechnical investigations including soils and materials survey. The Consultants shall perform analysis and testing on disturbed and undisturbed soil samples, pavement samples as well as construction materials samples. This analysis and testing shall be performed in accordance with AASHTO and ASTM.

In particular, the soil samples along the road alignment for pavement design will be conducted with test pits for soil classification and CBR (California Bearing Ratio), respectively.

Test pitting conducted at 500 meter intervals with minimum depth of 1.5 meters will be done for:

- i. Grain size and classification according to the AASHTO method; and
- ii. Atterberg limits natural moisture content, dry density moisture content relationship and determination of bearing capacity by the CBR test on representative samples of different soil types.

At the proposed bridge site, deep drilling with standard penetration test (SPT) for bridge structures shall be conducted at each abutment and pier locations. Minimum depth shall be determined based on the confirmation of hard/dense strata or bed rock suited as bearing layer. The soil samples for foundation design shall be tested for the determination of the main characteristic (grain size distribution and classification, moisture content, Atterberg limits, shear strength, etc.).

At proposed materials sources, 2 test pits shall be conducted and sufficient samples should be taken for laboratory testing. The Consultant shall identify/ determine the quantity of proposed sources of borrow, aggregates and other construction materials required by the Project. The materials samples shall be tested for, but not limited to the following:

- i. Grain size distribution and plasticity characteristics
- ii. Unit weight and water absorption write
- iii. Los Angeles abrasion
- iv. Soundness

Geological structures, especially active faults that might traverse the area, should be delineated and potential mass movement areas should be identified, analysis for Liquefaction Potential during earthquake and consolidation due to soft ground should be included.

All geological and geotechnical investigation results and reports shall be subject for review and evaluation for conformity with the DPWH Design Guidelines, Criteria and Standards.

Based on geotechnical and soil surveys conducted, the road structure and/or pavement design shall be determined by the Consultant. This shall also be applied to bridge structures.

Typical road sections or drawing for different types of road including bridge and drainage structures and other miscellaneous structures shall be provided based on the design.

The design standard to be set forth may consider the difficult existing terrain features and the right-of way restrictions and shall be treated on a case to case basis.

The volume of traffic along the road project shall be ascertained and that from these studies the design standard for the road shall be determined.

The Consultant shall prepare a drainage design for proposed drainage structures adopted.

Collection of data shall be performed to determine the proper size/types of drainage structures to suit actual field conditions relative to the road terrain and other necessary factors.

Identification of slope protection dimensions, location and types for proper implementation during construction stage.

Verify applicability of considering Value Engineering structures.

Prepare a comparative proposals as to economic and stability aspects.

The location of intersections should be carefully selected to avoid steep profile grades and to ensure that there is adequate approach sight distance for the intersection. Hence, the Consultant shall see to it that an intersection shall not be located on a short

crest vertical curve or on a sharp horizontal curve, where there is no practical alternative to such location.

Intersections including median opening should be designed with adequate corner sight distance and the area kept free of obstacles whenever possible.

The Consultants shall conduct basic engineering design of the bridge including determination of bridge structure and foundation types.

Basic design of river control and countermeasures against erosion and scouring and other related works shall likewise be conducted by the Consultant.

- p) Estimate to feasibility level accuracy ( $\pm 20\%$ ) the principal quantities and total cost of each component of the projects, taking as reference the recent bids and award of similar projects in the DPWH. The preparation of the cost estimate using unit price analysis method for various improvement alternatives include the initial cost of construction, detailed engineering, supervision, acquisition of right-of way and contingencies. Road and bridge maintenance costs, categorized into routine and periodic costs, shall also be calculated and appropriately distributed within the economic life time of the project roads. Likewise, maintenance strategies shall be determined by the consultant vis-à-vis actual condition.
- q) The cost estimate for each road shall be subdivided into lengths suitable for separate construction contracts. For economic evaluation purpose the improvement costs (construction costs, final engineering, supervision and right-of-way acquisition costs) should be in constant prevailing prices on a “with project” and “without project” basis which should be included in the evaluation analysis as separate items;
- r) Classify the cost items into local and foreign currency components and taxes. The foreign currency component (distributed into direct and indirect) will include, inter alia, such items as depreciation or rental rates on equipment, materials and supplies for which the Philippines is a net importer, wages of foreign personnel and overhead and profit of foreign firms. The local currency component shall include the acquisition of right-of-way, cost of local materials and supplies, local wages, etc. Two (2) estimates shall be prepared: One (1) assuming the contractor is foreign and one (1) assuming that he is local;

The Consultant shall calculate the quantities of the different types of work to be carried out. In particular, the quantities of each work item shall be calculated.

The Consultant shall use a unit price analysis for each work items on each project area. Likewise, the Consultant shall draw up detailed unit price analysis (DUPA) of each work items which includes:

i) Direct Costs

- (a) Cost of materials (cost at sources, transport, handling, storage, miscellaneous experience expenses and allowances for wastage);

- ((b) Costs of construction plant and equipment including depreciation or rental rates, wages of operators, fuel, oil and lubricants and maintenance; and
- (c) Cost of labor, including salaries, wages, cost of living allowance and all fringe benefits.

ii) Indirect Costs

- (a) Overheads, contingencies and miscellaneous
- (b) Profits
- (c) Mobilization/Demobilization
- (d) Taxes

Each unit price analyzed shall be broken down into foreign currency, local currency and tax component.

Based on the results of the unit price analysis, construction cost shall be estimated. Moreover, maintenance cost shall be estimated in the same manner as the construction cost

- s) Provide a realistic time schedule for implementing the various components of the project. This shall include sufficient lead time for procedural matters, design solicitation and award of tenders as well as for construction of the various project components.

#### **4.0 ENVIRONMENTAL AND SOCIAL ASPECTS REQUIREMENTS**

The Consultants shall conduct an initial environmental examination/survey for all projects in accordance with prescribed EMB-DENR standards.

The preparation of the Environmental Impact Statement (EIS) for the project shall be guided by DAO 2003-30 and its Procedural Manual, and the First Level Scoping Checklist (Scope and Coverage of the Environmental Impact Statement) that will be issued by the Environmental Management Bureau (EMB-DENR) of the Department of Environment and Natural Resource (DENR).

The Consultants shall make its services available to clarify issues both with the DPWH, the issuing authority, and other public stakeholders which have special interests in the project. During the engagement, they shall closely coordinate with the Environmental and Social Safeguards Division - Planning Service DPWH (ESSD-PS-DPWH), and monitor the performance and quality of output of their environmental specialists (from data acquisition through field surveys to analysis and report preparation and integration to ensure that the procedural and substantive requirements of DAO 2003-30 are properly complied with and adequately met. The Consultant shall follow the EIA Process contained in the DAO 2003-30 Procedural Manual to maintain consistency in the conduct of the environmental impact assessment. The Consultants shall utilize a host of appropriate methodologies to be able to properly integrate the requirements of the EIS.

The Consultant shall coordinate with the ESSD during the initial meeting and request relevant data that are already on file. All other constraints or problems which may arise during the performance of the services including additional field surveys to be conducted (if data are insufficient) as maybe required during the First Level Scoping shall be identified and brought to the attention of the ESSD-PS-DPWH.

#### Environmental Impact Assessment (EIA) Activities

The activities discussed herein address the various requirements prescribed in DAO 2003-30 that will be the basis of evaluation by the EMB-DENR. Consistent with the requirements of this project, the following activities shall be undertaken: scoping sessions, baseline and impact assessment works, household surveys, public information and communication, preparation of the EIS, defense of the EIS, public hearing and other support services.

The study modules of the EIS, depending on the result of the First Level Scoping that shall be initiated by the Consultants in coordination with the ESSD-PS-DPWH and EMB-DENR together with its EIA Review Committee Members (RevCom) shall cover among others the following:

- Scoping with EMB/MGB/Stakeholders;
- Project Description;
- Meteorology and Hydrology;
- Water Quality;
- Air and noise Quality;
- Environmental Risk Assessment;
- Abandonment Plan;
- Marine/Freshwater Biology;
- Wildlife and Habitation;
- Socio-Economics;
- Culture and Archeology;
- Public Health;
- Perception/Household Surveys;
- Public Information and Communication;
- EIS integration, Editing and Packaging;
- Printing of EIS;
- Public Hearing; and
- Defense of EIS and Support Services

#### **5.0 RESETTLEMENT ACTION PLAN (RAP)**

The objective of the Resettlement Action Plan are as follows:

- To determine the number of PAFs and properties/assets affected by the project;
- To identify the extent of impacts of the project on their properties/assets and the measures to mitigate these impacts;

- To determine the budget estimate for compensation and entitlements, relocation and resettlement, information dissemination, public consultation, monitoring and other activities for the RAP Implementation;
- To provide the timetable, manner of payment and institutional arrangements for RAP implementation; and
- To ensure public participation in the implementation and monitoring of the RAP.

Some aspects of this project, such as the widening of the carriageway and establishment of shoulders as well as construction of new roads will result in either physical or economic resettlement. Resettlement may involve one or more of the following:

- land acquisition;
- other asset acquisition such as homes or other structures, trees, crops;
- physical relocation;
- loss of access to resources; and
- damage to structures and/or infrastructures during construction;

The Consultant shall build upon the information presented in the Resettlement Policy Framework (RPF) and develop a detailed Resettlement Action Plan (RAP) for the project.

The RAP must include the Project-Affected Families (PAF's) to be affected based on the final and approved schemes and cover the relevant aspects of the project (including as applicable, potential borrow pit sites, dump sites, quarries, work camps, that may be prescribed in the tender documents, etc.).

The RAP shall be fully compliant with applicable national legislation, including DPWH's Land Acquisition, Resettlement, Rehabilitation and Indigenous People's Policy (LARRIPP), Revised March 2007).

The Consultant shall develop the RAP in a highly participatory manner, not only informing PAFs of the available options but also working out those options with the PAFs so that local preferences and views are incorporated integrally into a RAP.

The Project RAP shall detail the actions to be taken to:

- acquire land and assets needed in order to proceed with construction, which entails a physical survey of the plots affected, as well as detailed inventory of the assets that will be lost.
- plan and create with the relevant PAF's relocation sites and institute protective measures in a participatory manner, and
- to the extent that there is impact on livelihoods, develop in close collaboration with the PAF's required livelihood restoration measures. These measures are needed when there is involuntary taking of land resulting to relocation or loss of shelter, loss of assets or access to assets, or loss of income sources or means of livelihood, whether or not the PAFs must move to another location.

The Consultant shall undertake resettlement action plan through:

- Public Consultation

Disclosure of the Land Acquisition, Resettlement, Rehabilitation and Indigenous People's Policy and identify issues and concerns.

- Census and Socio-Economic Survey of PAFs

This includes property owner, renters, lessees, tenant farmers, and informal settlers living within the corridor of impact. The population census shall enumerate persons potentially affected by the project, to include basis demographic data for the individuals in each household: age, gender, education, primary and secondary occupations, source of income, ethnicity, religion with the nature of impact: loss of residence, loss of business premises, loss of other improvements, loss trees or crops.

The result of the census shall properly documented with photographs of PAFs and affected assets and shall be included in the RAP report as an Annex.

- Asset Identification and Valuation

Develop a detailed and precise inventory of the affected assets within the resettlement corridor of impact. Identify and value the affected assets/properties of the PAFs. Detailed measurements survey shall properly documented and shall be included in the RAP report as an Annex.

#### RAP Outline

- Executive Summary  
(Includes Summary of Compensation Cost)
- Introduction
- Legal Framework
- Policy on Eligibility for Compensation and Other Entitlements
- Description of Adverse Impacts
- Socio-Economic Profile of PAFs
- Public Information, Consultation and Participation Framework
- Entitlements Matrix
- Budget Requirement
- Grievances Redressal
- Institutional Arrangement
- Monitoring Mechanism
- Indigenous People Action Plan (if necessary)

## 6.0 GENDER AND DEVELOPMENT

The Transportation Infrastructure Sector in the Philippine Plan for Gender Responsive Planning (PPGD) and NEDA Harmonized Gender and Development Guidelines for Project Development, Implementation, Monitoring and Evaluation outlines responses to make road infrastructure projects gender responsive.

Chapter 15 of the PPGD spells out the Gender and Development Plan for infrastructure development. It states that “the plan shall pursue the integration of women in all phases of infrastructure development through the encouragement of women’s participation and recognition of their actual and potential contributions.” The specific gender goals and objectives of PPGD for infrastructure development are to:

- Promote and increase participation of women in policy formulation, decision-making, planning, implementation, operation and maintenance activities in the infrastructure sector;
- Consider and integrate the specific needs of women in infrastructure development; and
- Develop and expand information generation and dissemination within the sector to encourage greater participation and provide a database for policy formulation and decision-making particularly as it affects women.

In the NEDA Harmonized GAD Guidelines, target gender equality results for the infrastructure sector are listed, to wit:

- more time for rest, productive, or reproductive activities due to shorter travel time to and from the market, basic service facilities, or sources of water and fuel;
- improved women’s access to safe and affordable public transport services and infrastructure;
- greater inputs of women to the design and operation of the infrastructure;
- increased capacity of women and their organizations to influence decisions about the design, operation, and maintenance of public services and facilities;
- increased employment of women at all levels (actual construction, technical, and management) in infrastructure projects or services;
- increased number of women employed in nontraditional occupations; and
- improved capacity of infrastructure agencies to plan, design, implement, and monitor programs and projects that address gender issues and the concerns of different groups of woman users or women resettled involuntarily.

To implement the required responses to make the project gender responsive, the Consultant in coordination with the DPWH ESSD and COGAD shall perform the following activities:

1. Undertake environmental planning (+ resettlement action plan) through public consultation or multi-stakeholder’s forum and identify gender issues and concerns in the involvement of women, youth, senior citizens and disabled persons in infrastructure development. Women should constitute at least 30% of the total participants.
2. Ensure that all data that will be gathered for the study concerning the affected population groups are sex-disaggregated.
3. Conduct gender analysis with the aim to develop gender-based information on the following:
  - a) Trend of employment of women at all levels (actual construction, technical and management) in infrastructure projects or services;
  - b) Capacity of women, women’s groups, and gender equality institutes and NGOs located in the proposed project area who can be consulted to influence decisions about the planning design, operation and maintenance of infrastructure facilities;
  - c) The number of families, men, women, boys and girls, as well as the number of female headed households resettlement of as a result of the construction of the infrastructure;

access of women to water, health and transport services, etc. It is noted that the involvement of women in infrastructure development is very limited.

- d) Identify appropriate sites for public restrooms along the stretch of the road project and recommend O & M measures for these restrooms.
  - e) Identify appropriate sites for children's crossings, pedestrian walkways, bike lanes, guardrails, footbridges, lane markings, guard houses, and other road safety facilities and structures.
4. Prepare standard gender-sensitive design of infrastructure and facilities that caters to the practical needs of women, aged people and children, as well as people with dis-abilities and special needs (according to the requirements of the accessibility law), such as wider space on restrooms of women, provision of ladders in the abutments of bridges and dikes, wider walkways/ sidewalks in urban area, etc.
  5. Incorporate in the plan such gender-sensitive needs, and structures as may be cost-effectively needed; and
  6. Formulate gender equality cost and benefits in the economic evaluation.

## **7.0 DISASTER RISK REDUCTION (DRR) MEASURES**

Mainstreaming of disaster risk reduction should be part of the feasibility study. The Consultants shall conduct preliminary inventory for potential road slope disasters in the road section under study. The road slope disasters in the road shall be determined and classified as soil collapse, rock slope collapse, landslide, road slip, debris flow, river erosion and coastal erosion.

The Consultants shall collect information regarding road slopes on the road under study for proper and practical risk assessment. They shall complete the five (5) types of templates prepared forat the Preliminary Inventory Survey (PIS) level. The PIS shall beundertaken to identify disaster prone slopes and assess the disaster frequency of the slopes.

The inventory procedures shall conform to the Road SlopeManagement System (RSMS) developed by DPWH.

### **7.1 Features of the Inventory Survey**

- a. Estimation of Potential Frequency of Road Closure Disaster (FRCDp).

FRCDp is the major indicator to estimate the hazard level, risk level and feasibility indicators of the road slope protection measures. The consultant shall evaluate the hazard conditions that could cause slope disasters for which the assessment of hazard conditions shall be quantitative.

- b. Identification of Disaster Area

In doing the inventory, the Consultants shall:

- (1) Identify disaster prone slope;
- (2) Assess the Potential Frequency of Road Closure Disaster per year (FRCDp);

- (3) Assess magnitude of disaster;
- (4) Prepare preliminary preventive countermeasures plan and cost estimates; and
- (5) Identify possible countermeasures including cost.

The Consultant shall refer to the following DPWH Technical Guidelines:

- (1) Guide I – Guide to Risk Management Planning on Road Slopes
- (2) Guide II – Guide to Inventory Survey and Risk Assessment on Road slopes
- (3) Guide III – Guide to Road Slope Protection

## **8.0 REPORTS**

Fifteen copies of the following reports presented in legible manner and all in English language shall be submitted by the Consultants to DPWH:

- a) **INCEPTION REPORT** to be submitted within one (1) month after commencement of services. It shall outline a detailed work program and briefly describe the methodology and project schedule (GANTT and S-Curve) proposed to meet the terms of reference. The report shall include the initial findings as well as preliminary layout of the forms to be used for various investigations and calculations. Inception Report shall be submitted in soft-bound copy with title of the report written at the spine.
- b) **PROGRESS REPORT** to be submitted every two (2) months starting not later than the 15<sup>th</sup> day after the end of the second month following the submission of the Inception Report. The report shall include status report, physical and financial as well as developments, issues, and findings as of report period.
- c) **DRAFT FINAL REPORT** to be submitted within nine (9) months from the commencement of the consultant services giving details of the consultant's findings and recommendations based on the scope of work outlined in the terms of reference. The report shall summarize the national road feasibility studies fully describing the methods used, findings and the investment priorities. The report shall include all relevant information, which supports the conclusions in sufficient detail to enable the calculations to be verified and allow recalculation with modification of the key assumption without the need for supplementary data.
- d) **FINAL REPORT** to be submitted within thirty (30) days of receipt from Government of comments on the draft final report incorporating all appropriate revisions and clarifications. Final Report shall be submitted in soft-bound copy with title of the report written at the spine.
- e) **EXECUTIVE SUMMARY** to be submitted together with the Final Report. It shall contain a brief statement of the project covered in the final report, background information, result of the analysis, conclusion and recommendation. The Executive Summary shall be submitted in soft-bound copy with title of the report written at the spine.

Reports in appropriate electronic file format (i.e. Microsoft Office, Adobe Pdf, Autocad, transport model input and output files, etc.) of the draft and final report containing inceptions, all reports, technical assessments, drawing, key data, etc., systematically organized in traceable and auditable formats shall be prepared in DVD and/or CD disk, 3 copies each. Shape files of the missing gap projects shall be submitted along with the Final Report. In addition, Power Point presentation for the project shall be included in the submitted e-copy of the Report.

## **9.0 MANPOWER REQUIREMENTS and SCHEDULES**

The Consultants shall be composed of qualified staff with experience in the conduct and preparation of infrastructure feasibility studies including preliminary design, traffic, and social, economic and environmental impact assessment. It shall provide the required expertise for proper conduct of engineering, traffic, social, economic and environmental impact assessment. It shall provide expertise in all fields of specialization required in the conduct of the study such as highway and bridge engineering, transportation and traffic planning, economics and environment necessary in the satisfactory and quality performance of the services covered in this TOR following sound quality management principles.

The technical staff needed in the conduct of Feasibility Studies are as follows:

- a) Project Manager/Transport Planner
  - prepares operation plan and supervises all aspects of the project to ensure compliance with the objectives and maintain progress in accordance with the contract time schedule
- b) Highway Engineer
  - performs preliminary engineering design of project roads which includes pavement design and slope protection facilities
- c) General Economist
  - supervises the collection of data on various economic aspects, reviews previous reports and prepares financial and economic analysis
- d) Traffic Engineer
  - plans, supervises and coordinates all aspects of traffic engineering and transport planning
- e) Bridge/Structural Engineer
  - makes field investigations and evaluation of all existing bridges with reference to necessary repairs/replacement and prepares standards for the preliminary design rehabilitation and upgrading of bridges, box culverts and other structures
- f) Hydrologist/Drainage Engineer
  - directs and supervises the design of bridges, culverts and special structures, and provides preliminary engineering design of necessary erosion control structures to avoid washout of highway embankment and bridge abutment
- g) Cost Engineer/Construction Planner

- prepares prequalification documents, bid schedule, general specification and other relevant documents regarding the tender procedure

h) Geologist

- identifies location of potential road slope disaster/failure, prepares countermeasure plan and conducts indicative feasibility study of the selected countermeasure

i) Geotechnical Engineer

- analyzes result of field and laboratory test of soils and materials survey and prepares recommendations on structure foundation and road pavement

j) Environmental Specialist

- responsible in the conduct of the Initial Environmental Examination (IEE)

k) Locating Engineer

- undertakes topographic survey and provides the necessary topographic maps

FEASIBILITY STUDY OF SELECTED MISSING GAP/ROAD OPENING PROJECTS

MANPOWER REQUIREMENTS

STAFF	PACKAGE 1			PACKAGE 2			PACKAGE 3		
	No. of Personnel	No. of Months	Person-Months	No. of Personnel	No. of Months	Person-Months	No. of Personn	No. of Months	Person-Months
<b>KEY STAFF</b>									
- Project Manager/Transport Planner	1	11	11	1	11	11	1	11	11
- Highway Engineer	2	11	22	2	11	22	2	11	22
- General Economist	1	8	8	1	8	8	1	8	8
- Traffic Engineer	1	7	7	1	7	7	1	7	7
- Bridge/Structural Engineer	1	7	7	1	7	7	1	7	7
- Hydrologist/Drainage Engineer	1	7	7	1	7	7	1	7	7
- Cost Engineer/Construction Planner	2	6	12	2	6	12	2	6	12
- Geologist	1	7	7	1	7	7	1	7	7
- Geotechnical Engineer	1	7	7	1	7	7	1	7	7
- Environmental Specialist	1	7	7	1	7	7	1	7	7
- Locating Engineer	1	5	5	1	5	5	1	5	5
<b>Total</b>	<b>13</b>		<b>100</b>	<b>13</b>		<b>100</b>	<b>13</b>		<b>100</b>

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 Chairman, BAC for Consulting Services

**Republic of the Philippines**  
**DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**

**JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)**  
**ASSISTED ROAD UPGRADING AND PRESERVATION PROJECT (RUPP)**

**TERMS OF REFERENCE**

**FOR**

**CONSULTANCY SERVICES TO UNDERTAKE PROJECT IMPLEMENTATION AND  
MANAGEMENT SERVICES FOR THE DETAILED ENGINEERING AND  
PROCUREMENT OF CIVIL WORKS FOR ROAD UPGRADING/IMPROVEMENT (UI)  
COMPONENT**

**1. INTRODUCTION**

The Government of the Republic of the Philippines (GOP), through the Department of Public Works and Highways (DPWH), intends to engage the services of a qualified and experienced Consulting Engineering Firm (the Consultant) to provide the necessary engineering services that involve detailed design, review and updating of previous designs of the Upgrading and Improving Component (the Project) of Road Upgrading and Preservation Project (RUPP) with financial assistance from Japan International Cooperation Agency (JICA).

The project aims to improve the existing roads with all weather type of pavement, being a vital arterial roads in the Philippine archipelago, so that a more reliable, safe, comfortable and fast means of land transport can be provided to road users. The project covers improvement, upgrading and rehabilitation of four national arterial roads.

**2. OBJECTIVES**

The services to be rendered by the Consultant shall include the following services:

- a) Project Management Support
- b) Review of Previous Detailed Design
- c) Detailed Engineering Design
- d) Assistance to the Executing Agency in Bidding
- e) Environmental Management and Monitoring of the ECC Requirements
- f) Assistance to the Executing Agency for the Coordination with Local Government concerned

DPWH shall require the Consultant to render other technical support services which are deemed relevant to the Project.

### **3. SCOPE OF THE PROJECT**

The project consists of the following four national arterial roads located in Luzon area.

- a) UI-1: Bongabon - Baler Road (L = 51.3 km) – Review of Detailed Design
- b) UI-2: Lipa – Alaminos Road (L = 16.7 km) – Detailed Design
- c) UI-3: Mindoro West Coast Road (L = 153.4 km) – Detailed Design of Contract Packages 2, 3 & 5 (L = 91.3 km) and review of Detailed Design of Contract Package 4 (L = 62.1 km)
- d) UI-4: Catanduanes Circumferential Road (Viga – Pandan Section, L = 64.2 km) – Review of Detailed Design

### **4. GENERAL PROVISIONS**

The project shall be carried out in the following two (2) stages;

- Detailed Engineering Design Stage (including review of previous design)
- Pre-construction Stage

The Consultant shall be required to provide professional services throughout the two (2) stages under the supervision of the RUPP-PMO as the Executing Agency.

#### **4.1 Detailed Engineering Design Stage**

Before the conduct of the actual detailed engineering design, the Consultant shall coordinate first with the PMO-PJHL for the review of detailed designs for the project roads that were made during previous yen loan projects, to have consistent design concept.

During detailed engineering design stage consultant shall provide professional services required for design of roads & bridges by conducting the necessary studies, surveys and testing, preparation of detailed engineering plans and specifications, cost estimates, pre-qualification, bidding and contract documents, and right-of-way acquisition plans required for the implementation and construction of the project. The consultant shall also coordinate and report to the Bureau of Design (BOD) through the RUPP-PMO to obtain uniformity and cohesiveness in the preparation of related documents consistent with the Design Guidelines Criteria and Standard for Public Works and Highways and applicable provisions of existing laws, codes and Department Orders.

Proper coordination with the respective Regional/District Offices of the DPWH, Regional Development Councils and concerned Local Government Units should also be established and maintained for consultation on any project related issues and concerns.

The Consultant shall perform Value Engineering Studies during the detailed design of any works to reduce unnecessary project costs without sacrificing the integrity of the roadway facilities and structures.

#### **4.2 Pre-Construction Stage**

The Consultant shall perform all necessary pre-construction activities to assist DPWH in tendering the Project.

### **5. SCOPE OF CONSULTING SERVICES**

The Consultant shall perform all works necessary to obtain the objectives set out in Section-2 of the Terms of Reference. In carrying out the work, the Consultant shall cooperate fully with the concerned agencies of the Government, in particular with RUPP-PMO and Project Steering Committee.

During the consulting services, the Consultant shall perform the works, but not limited to, the following items;

#### **5.1 Detailed Engineering Design Stage**

##### **5.1.1 Review of Previous Detailed Design**

The Consultant shall review all documents related detailed design previously prepared for the following road sections.

- a) UI-1: Bongabon – Baler Road (L = 51.3 km)
- b) UI-3: Mindoro West Coast Road (L = 153.4 km) – review of Detailed Design of Contract Package 4 (L = 62.1 km)
- c) UI-4: Catanduanes Circumferential Road (L = 64.2 km)

##### **1. Data Collection on Committed / On-going Projects**

During the field survey, the consultant shall collect relevant data regarding committed/on-going projects undertaken by Regional and District Offices. The consultant shall, based on the collected data, coordinate with the Executing Agency, regional Offices, and District Offices to eliminate redundancy / overlap of the proposed improvements along the project roads.

##### **2. Road/Bridge Condition Survey**

The Consultant shall review the design standards adopted for the project, taking into consideration such factors as economics, potential for stage construction, right-of-way availability and constraints, social and environmental impacts, among others.

Present conditions of road/bridges shall be updated on the following:

- a) Pavement
- b) Shoulder
- c) Drainage
- d) Slope damages/slopes with potential failure
- e) Horizontal and vertical control survey
- f) Bridges Superstructures and Substructures
- g) Flooded sections

The consultant shall review the accuracy of horizontal and vertical alignment survey including its cross sections at 20m intervals.

The Consultant shall review and if necessary, prepare the necessary plans, reports and design calculations of the above-cited structures where revision of the design is required.

### 3. Identification of Sections/Bridges of which Design Should be Modified

Based on the above condition survey, the Consultant shall identify road sections and/or bridges where the original designs to be modified and also identify corresponding locations/areas where supplemental topographic surveys, soils/geotechnical surveys and other surveys are needed.

### 4. Supplemental Topographic Survey

Supplemental topographic survey shall be undertaken for the sections/spots/ bridge sites where revision of the design is required.

### 5. Supplemental Soils/Geo-technical Investigation

Supplemental soil/geo-technical investigation shall be undertaken as required. It shall also include side cuts sections affected by the widening. All pits and boreholes shall be properly logged showing the thickness of each layers, depth below the surface water levels, etc.

### 6. Modification/Re-design of Identified Sections/Bridges

### 7. Compilation of all Drawings, Reports, etc.

All drawings and reports shall be compiled reflecting modified design.

### 8. Quantity Estimate

Reflecting modified design, all quantities shall be re-estimated.

### 9. Cost Estimate

Based on the re-estimated quantities and results of the value engineering, cost shall be estimated.

## 10. Preparation of Tender Documents

Reflecting modified design, tender documents shall be prepared.

## 11. Preparation of Implementing Program

### 5.1.2 Detailed Engineering Design

#### 1. Review of Available Data

The Consultant shall gather and review all the necessary pertinent available data about the project roads that includes traffic count data, axle load survey data, traffic accident data, meteorological/hydrological data, topographical data, geological/geo-technical data, river stage data, etc.

#### 2. Field Reconnaissance Survey

The Consultant shall investigate the condition of existing pavement, drainage facilities, bridges, slopes and history of flooding along the project roads. The field reconnaissance survey shall include, but not limited to, the following:

- a) Survey on pavement distress;
- b) Survey on condition of drainage facilities;
- c) Survey on deficiencies of bridges;
- d) Survey on existing/anticipated slope disaster spots;
- e) Survey on flood conditions; and
- f) Road safety audit to identify and eliminate or mitigate accident risks associated with the design of the structure.

#### 3. Topographic Survey

- a) Vertical control monuments shall be set at locations where these shall not be disturbed by construction.
- b) Horizontal and vertical monuments, with reference, shall be shown in the plans.
- c) After the finalization of the horizontal alignment, centerline staking of points 0including point of intersections (P.U.), beginning and end of the horizontal curves (P.C. and P.T.) shall be tied to permanent reference points in accordance with DPWH standard practice.

- d) Cross-sections shall be taken at twenty (20) meter intervals, unless local conditions require cross-section at closer intervals so as to provide the necessary details for earthwork, quantity calculations with an accuracy of five percent (5%) of the final quantities.
- e) The leveling and project stationing shall be tied to the existing Government benchmarks and kilometer station in the area, respectively.
- f) A detailed topographic survey shall be conducted to locate man-made feature such as roads, buildings, etc. and natural features such as cracks and slope, etc.
- g) At intersections, detailed topographic survey (plans, profiles and cross-sections) shall be determined for all approach roads to a distance of one hundred (100) meters beyond construction limits. Topographic maps with contours at one-meter interval and coordinates and vicinity plan shall be prepared by the Consultant.

All survey plans shall be prepared on reproducible materials of high quality.

- h) River profile and river cross sections shall be surveyed for 500 meters each upstream and downstream side from a bridge. Cross sections shall be measured at 20-meter interval showing therein the maximum flood level, ordinary water level with the date of survey and characteristic of river bed and bank.
- i) A survey information and data shall be recorded and presented in standard survey forms and notebooks subject, however, to the review/checking by the BOD. Upon completion of the works, all original survey notes will become the property of DPWH.
- j) Elevation shall be referred to single vertical datum, either Mean Sea Level (MSL) or the Mean Lower Low Water (MLLW) as established by the Bureau of Coast and Geodetic Survey (BC & GS).
- k) Horizontal and Vertical Controls

- **Global Positioning System (GPS)**

The horizontal control Global Positioning System (GPS) network in the project road shall be tied to an existing national triangulation network established by the National Mapping and Resource Information Authority (NAMRIA), DENR which is integrated to the Philippine Traverse Mercator (PTM) System. New GPS stations should be at least three (3) km interval along the project road.

- **Primary Traverse**

Primary traverse must be tied to a GPS station established in the project road.

- **Benchmarks (BMs)** shall be established at every five hundred (500) meters and on both approaches of existing and proposed bridge sites.
  - **Intermediate Benchmarks (IBMs)** shall be established between BMs at two hundred fifty (250) meter interval.
- l) Horizontal and vertical control stations shall be established and controlled in accordance with the NAMRIA/BC & GS procedures of the third and higher order of accuracy.
- m) Bridge site survey requirements should be considered.
- n) Concrete monumenting of GPS, Primary Traverse, BMs and IBMs shall be installed in accordance with the DPWH Reference Manual – Technical Requirements for Surveys and Investigations of Public Works and Highways Projects.
- **GPS Survey**  
Concrete monument of dimension 40cm x 100cm x100cm with a 10mm diameter 100cm long steel bar embedded at the center of the monument with the following inscriptions:

GPS No.	Date established
Coordinates	
Elevation	
Name of Project	

- **Primary Traverse**  
Concrete monument of dimensions 20cm x 20cm x 60cm with 10mm diameter, 60cm long steel bar embedded at the center of the monument with the following inscriptions;

Traverse Sta No.	Date established
Coordinates	
Name of Project	

- **Benchmarks (BM)**  
Concrete monument measuring 30cm x 30cm x 100cm with 10mm diameter, 100cm long steel bar embedded at the center of the monument with inscriptions as follows;

BM No.	Date established
Elevation in meters	
Name of Project	

- **Intermediate Benchmarks (IBM)**

Concrete monument measuring 20cm square by 60cm long, with inscriptions as follows marked on top of the monument;

IBM No.	Date established
Elevation in meters	
Name of Project	

4. Soils/Materials Investigations

- a) Carry out detailed soil investigation along the road alignment to identify the various soil types. It should not only be limited to the centerline and edge of the pavement but also include side-cut sections affected by the widening.
- b) Auger borings and test pits shall be made/located alternately at the centerline (in case of new alignment) and edge of the road (for existing road) at an average interval of 250 meter. For each depth of 2.00 meter below the proposed sub-grade where deep cuts are also made, such as large embankment across marsh and or subsurface information indicate presence of weak layers, the depth shall depend on the topography and nature of the subsoil.
- c) Deep drilling with standard penetration test (SPT) shall be conducted at each abutment and pier and 150-meter interval for road taking consideration tests undertaken during alignment study. Minimum depth shall be determined based on the confirmation of hard strata or bedrock. Drilling can be stopped after 5 meters penetration into hard strata or bedrock.
- d) All geological and geotechnical investigation results and reports shall be subject for review and evaluation by the BOD in conformity with standard technical requirements for Public Works and Highways project.
- e) All test pits and boreholes shall be properly logged showing the thickness of each layer, the color, the type and visual description of each layer, depth below the surface water level, result of various tests, etc., and shall be presented/shown in the plan. These laboratory tests shall be made on the samples taken: Mechanical Analysis, Specific Gravity Limits, Moisture-Density Relationships, CBR and Natural Moisture Content. (Classification of soils shall be made in accordance with AASHTO M145).

5. Hydrological Surveys

- a) Additional available data (physical and geological maps of the territory, climatological reports, hydrological maps, local drainage system plans, load control project plans, etc.) related to the Project will be collected and examined by the Consultant who shall integrate such data with information collected directly on site and from local authorities and offices (trend of water course, stream

velocity and maximum flood levels, flood prone areas, existing drainage system characteristics and conditions).The design discharge shall be estimated based on 50 years return period for bridges, 25 years for box culverts and 10 years for pipe culverts and lined ditches.

- b) The Consultant shall also conduct proper assessment of the existing drainage facilities on the basis of an adequacy rating which include functional and structural adequacy.
- c) Hydrological/hydraulic reports shall be reviewed / evaluated by the BOD in conformity with DPWH Standards and Technical Requirements.
- d) Elevation shall be referred to a single vertical datum, either Mean Sea Level (MSL) or the Mean Lower Low Water (MLLW) as established by the NAMRIA-Bureau of Coast and Geodetic Survey (BCGS).
- e) Benchmarks (BMs) should be established at every 500 meters.
- f) Horizontal and vertical control stations shall be established and controlled in accordance with the BCGS procedures of the third and higher order of accuracy.
- g) Bridge site survey requirements should be considered.
- h) Concrete monumenting of BMs shall be in accordance with the existing DPWH Design Guidelines, Criteria & Standards.

## 6. Highway Geometry Design

- a) Relative to the data gathered, a satisfactory harmony between the horizontal and vertical geometry can be established complimentary with the existing terrain and cross section.
- b) In the design of highway curves with utmost emphasis on clothoid curves, it is necessary to establish the proper relation between design speed and curvature and also their joint relations with super-elevation and side friction.
- c) Highway geometry for roads should take full account of the constraints, imposed by the development (right-of-way problems) and difficulty and stability of the terrain with minimum hazard at reasonable cost.

## 7. Foundation and Pavement Design

- a) Based on geo-technical investigation conducted, pavement design shall be undertaken by the Consultant to determine the thickness of the pavement structures. A thorough study of construction methods and approach shall be performed including road structural analysis considering, but not limited to, the following aspects:

- Embankment and cut slope;
  - Field compaction;
  - Foundation; and
  - Ground storm water drainage.
- b) To retain the economic feasibility of the project, the design standard to be set forth may consider the difficult existing terrain features and the right-of-way restrictions and shall be treated on a case-to-case basis.
- c) The Consultant shall prepare and submit a pavement design analysis report subject to the review/checking by the BOD as to design concept.

#### 8. Drainage Design

- a) With respect to the hydraulic design, the Consultant shall carry out hydrological studies on both proposed and existing drainage facilities with careful analysis of meteorological and hydrological data and other data such as rainfall, atmospheric temperature that records environmental conditions and monthly number of dry weather days supplemented with detailed inspection.
- b) The Consultant shall prepare a drainage design report showing detailed designs and analysis for the proposed drainage structures adopted. Each drainage structure either proposed or existing shall be prepared with complete drawings, profile, and cross-sections.
- c) Identification of drainage outfall and other instrumentalities necessary for proper direction of water run-off within the roadway and its vicinities.

#### 9. Slope Protection

- a) The Consultant shall prepare a slope protection and slope stability design report showing detailed design and analysis for the proposed slope protection structures adopted in correlation with the drainage requirements and to establish road stability.
- b) With respect to slope stabilization the Consultant shall perform/conduct surveys on cut slopes, fill/slopes failure, and landslides and shall be prepared with complete detailed drawings such as topographic plan, profile and cross sections, etc.

#### 10. Junction and Intersection Design

- a) The Consultant shall prepare the design for each intersection enumerated under the specific Scope of Work based on the traffic, physical, economic and human factor.

- b) Phasing diagram including its corresponding traffic volume shall be indicated for each intersection design plan.
- c) All other traffic safety measures including the provision for the disabled persons shall be shown in every intersection.
- d) Design Criteria  
Intersections including median opening, should be designed in accordance with unsignalized intersection requirements with adequate corner sight distance and the area kept free of obstacles whenever is possible, among others. The corner sight distance for collector roads should be a minimum of 90 meters and preferably should be 120 meters or more. For local roads, the corner sight distance should be a minimum of 60 meters and preferably should be 90 meters or more. It is desirable that intersecting roads meet at approximately at 90-degrees angle. The horizontal design should be adjusted so as to avoid an angle of intersection of less than 60 degrees. In order to maintain the minimum sight distance restrictions on height of embankment, locations of buildings and screening fences may be necessary.

#### 11. Road Safety Design

- a) The Consultant shall prepare design for improvement of traffic accident black spots identified by TARAS and for installation of additional guardrails, pavement markings, information/warning signs and loading/unloading bays.

#### 12. Detailed Design of Bridges

Based on the selected bridge type determined during comparative study, the Consultant shall conduct detailed engineering design of the bridges including the following:

- I. Applicable Codes and Specifications, Loadings
  - a) D.O. No. 75 Series of 1992 – re: DPWH Advisory for Seismic Design of Bridges
  - b) 2004 DPWH Standard Specification for Highways, Bridges and Airports (Blue Book)
  - c) Latest DPWH Design Guidelines, Criteria and Standards, Volume I and II
  - d) 1997 National Structural Code of the Philippines, Volume II Bridges
  - e) D.O. No. 50 Series of 2002 – Re: Approval of Design Plans prepared by DPWH Consultants
  - f) Seismic Retrofitting Manual for Bridges
  - g) AASHTO Policy on Geometric Design of Bridges
- II. Live Loading MS 18 (HS 20-44) truck loading or equivalent Lane Loading/Permit Loading/Alternate Military Loading

- |       |  |  |
|-------|--|--|
| III.  | Dead Loading   | Concrete Nominal weight to be 24 KN/m <sup>3</sup> (2,395 Kg/m <sup>3</sup> ) Include – STEEL = 77 KN/m <sup>3</sup><br>EARTH = 19 KN/m <sup>3</sup> |
| IV.   | Seismic Loading  | Minimum Peak ground acceleration of 0.4g with a Seismic Performance Category D   |
| V.    | Wind Loading   | Wind load/forces shall be for a wind velocity of 160.09 km/hour  |
|       |  | TEMPERATURE EFFECT Temperature variation $\pm 15^{\circ}\text{C}$  |
| VI.   | Wearing Surface  | 1.05 KN/m <sup>2</sup>   |
| VII.  | Other future utility loads   |  |
| VIII. | Structural analysis (Superstructure, Substructure, Foundation)   |  |
| IX.   | Design of the bridge details   |  |
| X.    | Study of construction and erection methods of bridge   |  |
| XI.   | Preparation of engineering drawings comprising:  |  |
|       | a) Key plan  |  |
|       | b) General review – General Notes / Summary of Quantities  |  |
|       | c) Details of the bridges (Superstructure, Substructures, Foundation, etc.)  |  |
|       | d) Drawings showing miscellaneous details e.g. drain pipes, expansion joints, approach slab, etc. temporary works, execution sequence as necessary |  |
13. Detailed Design of River Control and Countermeasures against Erosion and Scouring, etc. which shall not be limited to the following:
- a) Hydrologic Analysis
  - b) Water surface profile analysis
  - c) Scour analysis
  - d) Slope stability analysis
  - e) Seepage and settlement analysis
  - f) Sound analysis
  - g) Structural / seismic analysis of all proposed work/structure
14. Quantity Calculation
- a) The Consultant shall calculate the quantities of the different types of work to be carried out. In particular, the quantities of each work item shall be calculated to an accuracy of plus (+) or minus (-) 10 percent and a Quantity Take-off Report shall be prepared including programs and diskettes and shall be submitted to the Bureau of Design for review.
  - b) The Quantity Take-off Report shall be prepared and submitted to DPWH for bidding purposes.
15. Unit Price Analysis and Cost Estimate
- Special Provisions:

- Prepare and submit for approval to the DPWH for a specific item of work or methods of construction, measurements and payment under each contract which are not covered by the specifications for highways and bridges.

#### 16. Study of Construction Execution and Schedule

- Study of construction methods
- Study of bridge construction teams required
- Study of construction
- Study of the use of materials and equipment

#### 17. Plans and Drawings

The Consultant shall prepare drawings in accordance with Department Order (D.O.) 56, Series of 1995, Re: Quality of Plans. The final plans shall be the responsibility of the Design Consultant and will no longer be subjected to detailed review and approval by the Bureau of Design and approval by the Secretary and Undersecretary concerned as per D.O. No. 50 Series of 2002, Re: Approval of Design Plans prepared by DPWH Consultants. Plans and drawings shall consist of the following:

- a) Cover Sheet
- b) General Index of Drawings
- c) Key Plan Project and Vicinity Map
- d) Legend, Abbreviations and Symbols
- e) General notes
- f) Plan and Profile Sheets with all topographic information within survey corridor
- g) Soils and Materials sources Maps
- h) Typical Roadway Section
- i) Construction Sequence and Method
- j) Drainage Plan and Profile and Cross-section Details
- k) Materials Sources Location Maps
- l) Bridge/Structure Drawings (Main Bridge and Approach Bridge, if any) and its appurtenant structure (Details of abutment and scour protection works)
- m) Drainage Structures, Standard and Details
- n) Grading Quantities
- o) Mass Diagram
- p) Drainage Schedule/Quantities
- q) Geometric Design/Elements Standards
- r) Road Sign and Pavement Markings Details
- s) Pavement Joint Details
- t) Slope Protection Details
- u) Schedule Listing of Road Sign
- v) Guardrails
- w) Lined Ditches Protection
- x) Works and other Miscellaneous works

- y) Boring Logs
- z) Pavement, Drainage and Slope protection design parameter
- aa) Approach Road Structure Drawings
- bb) Right-of-Way Plans
- cc) Parcellary and Lot Plan
- dd) Detailed Cross-sections
- ee) Summary of Quantities
- ff) Other Necessary Plans

#### 18. Prequalification, Bidding and Contracting Documents

The Consultant shall prepare the following documents considering the Sample Bidding Documents under JICA-ODA loans the following prequalification, bidding and contract documents appropriate for competitive bidding:

- a) Prequalification Notice and Questionnaire for prospective contractors
- b) Instructions to Tenderer, including general information, work schedule and list of equipment forms, form of tender guarantee
- c) Form of Tender
- d) General Conditions of Contract
- e) Special Conditions of Contract
- f) Technical Specifications (General Specifications and Special Specifications)
- g) Bill of Quantities
- h) Form of Contract

Any variation in the prequalification, bidding and contract documents agreed upon with the DPWH shall be made by the Consultant during the revision of the draft documents and included in the final edition.

The final prequalification, bidding and contract documents shall be submitted to the DPWH in twenty five (25) copies.

#### 19. Government Estimate

Prepare one (1) copy of the Government Estimate of construction costs for bidding utilizing quantities and unit prices determined under 14 and 15 above. The Estimate should be accompanied by a construction schedule. An overview of expected quarterly expenditures shall also be prepared consisting of a PERT/CPM network diagram of construction activities, a bar chart with S-Curve, equipment deployment schedule, manpower deployment schedule and cash flow schedule.

#### 20. Right-of-Way Maps, Parcellary, Lot Plans and Resettlement Action Plan (RAP)

In connection with the preparation of the RAP, the Consultant shall define the extent of the road right-of-way limit and prepare the right-of-way plans based on design standard/construction requirement and/or local ordinance. The Consultant shall

conduct parcellary survey based on the Bureau of Lands surveys, preferably cadastral surveys and shall prepare parcellary and subdivision plans, if required by DPWH, for reference in the right-of-way acquisition work to be undertaken by the DPWH.

These maps/plans shall be prepared in accordance with the standard procedures utilized by the DPWH. The right-of-way maps shall list all permanent structures that exist on each individual property. The parcellary and lot plans shall contain a description and size of each property to be acquired including property owners.

The parcellary survey shall consist of the following:

- Research work on the technical description of the lots affected from existing Certificates of Title and approved Subdivision Plan.
- Preparation of subdivision plans of the affected lots based on the existing Certificate of Title and approved Subdivision Plan.
- Monumenting of all corners with standard cylindrical concrete monument 15cm x 60cm.
- Secure approval of the parcellary/subdivision plans and technical descriptions by the Land Management Bureau of the Department of Environment and Natural Resources.
- The DPWH shall be furnished original copies of the approved parcellary/subdivision plans and technical descriptions.
- Horizontal ground controls shall be established within the project area using primary, secondary or tertiary precision and accuracy and shall be connected to existing BLLM, MBM, BBM, PBM, CBM and any other soundly established horizontal control points of higher orders.
- Traverse station, horizontal ground controls and/or baselines must be properly established and described for future reference and for staking purposes.
- Angular and linear error of closures must be in accordance with the specifications and requirements of the Manual for Land Surveys in the Philippines (Land Administrative Order No. 4).
- Traverse and/or loop station must start and end on previously established horizontal ground controls of higher order and follow approximately the course of the boundaries of the affected properties.
- Astronomical observation must be taken at every 10 stations. The computation must be properly entered on the prescribed DENR, Land Management Bureau Survey Form.
- All notes, scales and description specified in the plans shall conform with the Manual for Land Surveys in the Philippines (Land Administrative Order No. 4).

Based on the parcellary survey and right-of-way plans, the consultant shall finalize the resettlement Action Plan (RAP) targeting all affected households. The RAP shall include, but not be limited to, extent and nature of impacts, socio-economic information

of the affected households, entitlement matrix, institution, consultation mechanism, implementation schedule and estimated cost.

### 5.1.3 Environmental Impact Study

The Consultant shall, upon the guidance of the RUPP-PMO perform Environmental Study prior to tendering the project. These responsibilities shall include the following:

- Review of the Environmental Impact Assessment (EIA) Report
- Review of the validity of the Environmental Compliance Certificate (ECC)
- Review of the Environmental Management Plan
- Assist in the facilitation of the necessary permits and regulations on the ECC conditionalities
- Update the Environmental Management Plan and Environmental Monitoring Plan
- In the event that there is amendments on the Environmental Impact Assessment (EIA), the Environmentalist shall facilitate the preparation of the necessary requirements of the Department of Environment and Natural Resources (DENR)

### 5.1.4 Value Engineering Studies

The Consultant shall prepare and submit Value Engineering Studies which involve several phases such as, but not necessarily limited to, the following:

- a) Information Phase  
Under the information phase, the activities include program/project information gathering and investigation and in the performing functional analysis of systems and subsystems to identify high cost areas of a project.
- b) Speculative /Creative Phase  
Activities under this phase involve developing effective and efficient group interaction process (brainstorming) to identify alternative ideas, proposals and solutions for accomplishing the function of a system or subsystem.
- c) Evaluation/Analytical Phase  
During this phase, the Consultant shall evaluate and analyze process to determine which ideas, solutions and measures would show greater potential for cost savings and project improvement.
- d) Development/Recommendation Phase  
Activities under this phase include preparation of project equipment's descriptions, preparation of sketches and estimation of life cycle cost to be used in justifying and supporting engineering proposal recommendations.
- e) Report or Presentation Phase  
During this phase, the Consultant shall prepare and present his report which should contain information, such as list of items or processes examined, alternatives, functional and the life cycle analyses, value engineering proposals and supporting information.

### 5.1.5 GENDER CONSIDERATIONS

The consultant shall perform activities such as but not be limited to the following;

- 1) Undertake environmental planning through public consultation or multi –stakeholders forum and identify gender issues and concerns in the involvement of women, youth, senior citizens and disabled persons in infrastructure development. Women should constitute at least 30% of the total participants.
- 2) Develop gender-based information within the influence area of the proposed project.
- 3) Conduct social gender analysis such as trend of employment of women at all levels (actual construction, technical and management) in infrastructure projects or services, capacity of women to influence decisions about the planning design , operation and maintenance of infrastructure facilities; resettlement of women and their families as a result of the construction of the infrastructure facilities; resettlement of women and their families as a result of the construction of the infrastructure; access of women to water, health and transport services, etc. it is noted that the involvement of women in infrastructure development is very limited.
- 4) Identify appropriate sites for public restrooms (ideally every 50 km.) along the whole stretch of the road project and recommend O & M measures for these restrooms.
- 5) Identify appropriate sites for children’s crossings, pedestrian walkways, guardrails, footbridges, lane markings and other road safety facilities and structures.
- 6) Prepare standard gender – sensitive design of infrastructure and facilities that caters the needs of women, aged people and children, such as wider space on restrooms for women, provision of ladders in the abutments of bridges and dikes, wider walkways /sidewalks in urban area, etc.
- 7) Incorporate in the plan of such gender – sensitive structures/facilities in the study and the cost in the economic evaluation.

## **5.2 Pre-Construction Stage**

The Consultant shall perform the works on, but not limited to the following items listed below.

### **5.2.1 Establishment of Tender Scheduling**

In order to smoothly undertake tenders, the Consultant shall prepare tender schedules considering the JICA-DPWH agreement concerning the estimated schedule for requesting JICA concurrence and in due consideration of progress of the detailed design works. Tender schedules shall be established in proper coordination with RUPP-PMO and BAC for Civil Works.

### **5.2.2 Assistance in Tendering**

The Consultant shall, upon the direction of the RUPP-PMO perform Preconstruction Services to assist the DPWH in tendering the project. These responsibilities shall include:

- Prepare Invitation to Prequalify to Bid
- Prepare Prequalification Documents
- Undertake the evaluation of submitted Prequalification Documents
- Prepare Draft Prequalification resolutions
- Notify Prequalified / Predisqualified Contractor-Applicants
- Attend and conduct site visits
- Undertake evaluation of received bids
- Prepare draft Resolution of Award
- Prepare Draft Contracts
- Attend and participate in BAC for Civil Works deliberations
- Prepare other pertinent documents and participate in related preconstruction activities

### 5.2.3 Monitoring of Tendering Activities

The Consultant shall monitor every activity of tendering. All particulars regarding the dates, results or conduct of advertisement, bids, awards committee for civil works, matters requiring JICA review/concurrence and other related concerns, including chronology of events for all tendering activities, shall be monitored and compiled by the consultant.

### 5.2.4 Identification of Problems and Recommendations on Countermeasures

The Consultant shall identify all existing and expected problems and recommend to the RUPP-PMO the necessary course of action to resolve and/or avoid them.

### 5.2.5 Preparation of Implementation Guidelines and Formats to be used during Construction Stage

The Consultant with prior consultation with RUPP-PMO shall prepare implementation guidelines, specifying duties and responsibilities of agencies/offices concerned, flow of documents, required signatories, communication procedures, etc.

The Consultant shall prepare formats for documentation of every significant activity in the construction stage.

## 6. ORGANIZATION AND STAFFING

6.1 The following experts and their number shall be required to carry out the consulting services:

Detailed Engineering Design Stage (including Review of Previous Design) – **12 months**

Positions	Key Staff
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	Foreign		Local		Total
	No.	Man-Months	No.	Man-Months	
1) Team Leader / Highway Engineer	1	12	-	-	12
2) Highway Engineer			4	10	40
3) Bridge / Structure Engineer	1	8	4	10	48
4) Hydro. / Drainage Engineer	-	-	2	10	20
5) Slope Engineer	1	4	-	-	4
6) Geodetic Engineer	-	-	2	8	16
7) Traffic Engineer	-	-	2	6	12
8) Const. Planning/Cost Engineer	-	-	4	8	32
9) Geotechnical Engineer	1	3	-	-	3
10) Materials Engineer	-	-	4	6	24
11) Procurement Specialist	-	-	1	4	4
12) Environmental Specialist	-	-	1	6	6
13) Road Safety Engineer	-	-	1	6	6
<b>Sub-total</b>	<b>4</b>	<b>27</b>	<b>25</b>	<b>74</b>	<b>227</b>

Pre-Construction Stage – **6 months**

Positions	Key Staff				Total
	Foreign		Local		
	No.	Man-Months	No.	Man-Months	
1) Team Leader	1	3	-	-	3
2) Procurement Specialist	-	-	1	6	6
3) Cost Engineer	-	-	1	4	4
<b>Sub-total</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>10</b>	<b>13</b>
<b>Total</b>	<b>5</b>	<b>30</b>	<b>27</b>	<b>84</b>	<b>240</b>

NOTE: Please see Attachment 1 for Job Descriptions/Qualifications

The above-mentioned Key Staff should have several years of experience in designing and supervising roads and bridges projects.

A total of 227 man-months for the Detailed Design Stage and 13 man-months for the Pre-construction Stage are estimated to be required from the Consultant's Key Staffs' respective positions.

## 7.0 REPORT AND DOCUMENTS

The consultant shall submit the following reports and documents and all English, viz:

- 7.1 By the twenty ninth (29<sup>th</sup>) day of each month, the Consultant shall submit fifteen (15) copies of a Monthly Progress Report in the accepted form, briefly and concisely describing all activities and progress for the previous month. Problems encountered or problems anticipated shall be clearly stated, together with steps taken or

recommendations for their correction. It shall also indicate the works to be performed during the coming month.

- 7.2 The consultant, on behalf of the DPWH shall submit without delay, Progress Report of the Project on a quarterly basis until the project is completed, in such detail as JICA may reasonably request in accordance with the Loan Agreement.
- 7.3 By the tenth (10<sup>th</sup>) day of January of each year, the Consultant shall submit ten (10) copies of an Annual Progress Report in the accepted form, briefly and concisely describing all activities and progress for the previous year.
- 7.4 The Consultant shall submit quarterly loan disbursement schedule.
- 7.5 Within one month after completion of the detailed engineering, a final Design Report summarizing the Consultant's activities and progress of work shall be submitted. The number of copies of this report will be agreed before preparation but shall not exceed twenty (20).
- 7.6 Within the last two (2) months of the Detailed Engineering Stage, the Soils and Materials Investigation Report must be submitted in ten (10) copies of each contract package showing sub-soil investigations of roads and bridges and material sources, pavement condition survey, laboratory test results computations carried out according to accepted geotechnical methods, evaluation and recommendation of all the results of the investigations.
- 7.7 The Hydrology and Hydraulic Report, to be submitted within the last two (2) months of the Detailed Engineering Design Stage in ten (10) copies for each contract package consisting of the general approach, design criteria and assumptions made in the conduct of the hydrologic and hydraulic study and drainage design.
- 7.8 Quantity Calculations/Bill of Quantities shall be submitted within the last month of the Detailed Engineering Design Stage in ten (10) copies for each contract package.
- 7.9 In accordance with the implementation schedule agreed by the DPWH and the Consultant, the tender documents shall be submitted in twenty five (25) copies for each contract package. However, the DPWH may reasonably require the Consultant to provide additional copies of the tender documents depending on the needs of each contract package.
- 7.10 The Consultant shall assist the DPWH in preparing the Project Completion Report (PCR) in such form and detail as JICA shall reasonably request. The submission of the PCR shall be a condition for final payment of the Consultant.
- 7.11 Service completion report shall be submitted after completion of all services stipulated in the contract, giving a summary of whole period of the services. This report shall be referred to the issuance of the Statement of performance for the final payment.

- 7.12 All reports, except the Monthly Progress Reports must be accompanied by a back-up electronic files in a stable media storage the number of which will be agreed upon before preparation/submission.

## **8.0 DATA AND ASSISTANCE TO BE PROVIDED BY THE GOVERNMENT**

With regard to the works of the Consultant that requires the cooperation of all Government agencies, the Government will provide liaison and will ensure that the Consultant have access to all information as may be allowed by law for the performance of these services.

## **9.0 RESPONSIBILITY OF THE GOVERNMENT**

- 9.1 The Government shall assist in the maintenance of peace and order along the project when and if necessary upon the request of the Consultant.
- 9.2 The DPWH shall allow the Consultant the use of their equipment/apparatus when needed to carry out further investigation.
- 9.3 The DPWH shall expedite all decisions required by the Consultant to proceed with his duties.
- 9.4 Compliance with the Guidelines for the Employment of Consultants under Handbook for Procurement under Japanese ODA Loans, March 2009.
- a) In the case of difference of opinion between DPWH and the Consultant on any important matters involving the professional judgment that might affect the proper evaluation or execution of the Project, the DPWH shall allow the Consultant to submit promptly to the DPWH a written report and simultaneously, to submit a copy to the JICA. The DPWH shall forward the report to the JICA with its comments in time to allow the JICA to study it and communication with the DPWH before any irreversible steps are taken on the matter. In case of urgency, the Consultant shall have the right to request DPWH and/or the JICA that the matter be discussed immediately between the DPWH and the JICA.
- b) The DPWH is responsible for supervising the Consultant's performance and ensuring that the Consultant carries out the assignment in accordance with the contract. Without assuming the responsibilities of the DPWH or the Consultant, the JICA may monitor the work as necessary in order to confirm that this is being carried out in accordance with appropriate standards and based on accepted data. As appropriate, the JICA may take part in the discussion between the DPWH and the Consultant. However, the JICA shall not be liable in any way for the implementation of the Project by reason of such monitoring or participation in the discussion. Neither the DPWH nor the Consultant shall be released from any responsibility for the Project by reason of the JICA's monitoring or participation in discussion.

Submitted By:

**VIRGILIO C. CASTILLO**  
Program Director, RUPP

APPROVED:

**RAUL C. ASIS**  
Undersecretary  
BAC Chairman for Consulting Services

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**ATTACHMENT 1**

**The Republic of the Philippines**  
**DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**

**JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)-ASSISTED**  
**ROAD UPGRADING AND PRESERVATION PROJECT (RUPP)**

**CONSULTANCY SERVICES TO UNDERTAKE**  
**DETAILED ENGINEERING DESIGN AND PROCUREMENT OF CIVIL WORKS FOR**  
**THE**  
**ROAD UPGRADING / IMPROVEMENT (UI) COMPONENT**

**Detailed Engineering Design Stage (including Review of Previous Design)**

<b>Position</b>	<b>Job Description / Responsibilities</b>	<b>Required Qualifications</b>
Team Leader/ Highway Engineer (E)	<ul style="list-style-type: none"><li>▪ Overall guidance, direction, supervision and coordination of members of the Project Team and overall management of the consultancy services to be rendered by the Consultant</li><li>▪ Lead, coordinate and supervise the conduct of value engineering</li><li>▪ Lead, coordinate and supervise the conduct of Investigation of existing conditions in the project areas and collection and evaluation of data and information necessary for the detailed design</li><li>▪ Lead, coordinate and supervise the</li></ul>	<ul style="list-style-type: none"><li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage</li><li>▪ Duly licensed / registered civil engineer</li><li>▪ At least 10 years experience as Team Leader or in equivalent capacity in the design of roads and highways that involved upgrading / improvement and maintenance works</li><li>▪ Relevant experience as a Designer / Highway Engineer on at least 5 similar projects</li><li>▪ At least 10 years relevant</li></ul>

Position	Job Description / Responsibilities	Required Qualifications
	<p>conduct of Detailed design of pavement and road works in the project areas</p> <ul style="list-style-type: none"> <li>▪ Assistance to the Employer and liaison with JICA</li> </ul>	<p>experience in the preparation of road design including pavement design, materials survey and investigation of road projects, with a minimum 8 years specific experience in the design of upgrading/improvement of roads and highways and the application of latest AASHTO Design Guidelines, Criteria and Standards for Highways</p> <ul style="list-style-type: none"> <li>▪ Minimum 3 years experience in the Philippines and at least 7 years in developing countries or countries of similar geographical conditions</li> <li>▪ At least 10 years experience as Team Leader / Project Manager / Highway Engineer or in similar capacity in road projects funded by JICA and/or other international funding institutions</li> <li>▪ Relevant experience in value engineering on at least 5 similar projects</li> <li>▪ Relevant experience with road projects funded by JICA and/or other international funding institutions</li> <li>▪ Good command of the English language</li> </ul>
<p>Bridge / Structure Engineer (E)</p>	<ul style="list-style-type: none"> <li>▪ Investigation of existing conditions in the project areas and collection and evaluation of data and information necessary for the detailed design</li> <li>▪ Detailed design of bridges and retaining structures in the project areas</li> <li>▪ Coordination with and assistance to concerned engineers relative to the design requirements</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field (i.e., structural engineering) an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ At least 10 years experience in the preparation of bridge design, including analysis of materials survey and investigation of bridges, design of bridge foundation and with at least 8 years of specific experience in structure design</li> <li>▪ Relevant experience in the Philippines and in other developing countries or in countries of similar</li> </ul>

Position	Job Description / Responsibilities	Required Qualifications
		geographical conditions <ul style="list-style-type: none"> <li>▪ Relevant experience with road projects funded by JICA and/or other international funding institutions</li> <li>▪ Good command of the English language</li> </ul>
Hydro / Drainage Engineer (L)	<ul style="list-style-type: none"> <li>▪ Investigation of existing conditions and collection and evaluation of hydrological and meteorological information in the project sites</li> <li>▪ Study and determination of items and method of hydrological survey for rivers and catchment areas in the project sites</li> <li>▪ Implementation and control of hydrological surveys</li> <li>▪ Preparation of survey reports</li> <li>▪ Discussion with and assistance to the concerned engineers relative to the design requirements</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ At least 10years experience in the preparation of drainage design, including hydrological survey, gathering of hydrological and meteorological information</li> <li>▪ Relevant experience in the Philippines and in other developing countries or in countries of similar geographical conditions</li> <li>▪ Relevant experience with road projects funded by JICA and/or other international funding institutions</li> </ul>
Slope Engineer (E)	<ul style="list-style-type: none"> <li>▪ Design of the necessary slope protection at road embankments where erosion or slope failures may occur and along streams or river banks in the project sites where erosion may threaten the road and/or design of necessary installations around entrances and exits of culverts and bridges to prevent erosion</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ At least 10 years experience in the design of slope protection structures and other related structures</li> <li>▪ Relevant experience in the Philippines and in other developing countries or in countries of similar geographical conditions</li> <li>▪ Relevant experience with road projects funded by JICA and/or other international funding institutions</li> <li>▪ Good command of the English language</li> </ul>

<b>Position</b>	<b>Job Description / Responsibilities</b>	<b>Required Qualifications</b>
Geodetic Engineer (L)	<ul style="list-style-type: none"> <li>▪ Collection and evaluation of topographical data and information on the project sites</li> <li>▪ Study and determination of items and methods for geodetic surveys</li> <li>▪ Implementation and control of surveys</li> <li>▪ Preparation of geodetic survey drawings, including profile, plan and cross-section</li> <li>▪ Preparation of geodetic survey reports</li> <li>▪ Discussion with and assistance to the concerned engineers relative to the design requirements</li> </ul>	
Traffic Engineer (L)	<ul style="list-style-type: none"> <li>▪ Collection and review of traffic data and information on the project roads from previous / related studies</li> <li>▪ Carryout necessary traffic studies to update, validate, and/or supplement available data and information and to obtain the data necessary for designing appropriate pavement and bridge structures</li> </ul>	
Construction Planning / Cost Engineer (L)	<ul style="list-style-type: none"> <li>▪ Survey and investigation of the present condition of materials supply system, availability of construction machines / equipment, accessibility to the sites and collection of data of similar construction works in the past</li> <li>▪ Examination and analysis of the rate of progress concerning manpower and equipment</li> <li>▪ Preparation of construction methods for work items</li> <li>▪ Preparation of construction sequence over the project duration</li> <li>▪ Survey and investigation of market condition including prices of materials, depreciation / operation cost of construction machines and equipment, wages and taxes and duties</li> <li>▪ Assistance in the preparation of technical specifications</li> <li>▪ Establishment of pay items anticipated in the construction works</li> <li>▪ Preparation of cost estimates</li> <li>▪ Finalization of bill of quantities in the tender documents</li> </ul>	
Geotechnical	<ul style="list-style-type: none"> <li>▪ Collection and evaluation of</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral</li> </ul>

<b>Position</b>	<b>Job Description / Responsibilities</b>	<b>Required Qualifications</b>
Engineer (E)	<p>geological information on the project sites, including existing studies and reports</p> <ul style="list-style-type: none"> <li>▪ Study and determination of items and method of soil investigation and laboratory tests</li> <li>▪ Perform necessary subsoil investigations on representative sections of the road and bridge sites, with samples to be taken at suitable intervals</li> <li>▪ Investigate the physical properties of materials to facilitate the design of structures and slope protection</li> <li>▪ Investigation of the suitability of locally available construction materials and, where necessary, locate new quarries and borrow pits and assess the quality and quantity of materials and hauling distance</li> <li>▪ Discussion and coordination with and assistance to concerned engineers relative to the design requirements</li> </ul>	<p>or MS in related field an added advantage</p> <ul style="list-style-type: none"> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ At least 10 years experience on soil, sub-surface and geo-technical survey and study of roads, bridges and related structures</li> <li>▪ Relevant experience in the Philippines and in other developing countries or in countries of similar geographical conditions</li> <li>▪ Relevant experience with road projects funded by JICA and/or other international funding institutions</li> <li>▪ Good command of the English language</li> </ul>
Materials Engineer (L)	<ul style="list-style-type: none"> <li>▪ Assists the Geotechnical Engineer (E) in the collection of necessary data and information, in carrying out detailed soil investigations along the road alignments, in the investigation of the sources of materials to be used for the project</li> <li>▪ Coordination and assistance to concerned engineers relative to the design requirements</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ Must have appropriate license / certification as Materials Engineer II from DPWH</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ At least 10 years experience on materials testing and quantity control of roads, bridges and related structures including evaluation of design mix of concrete and asphalt</li> <li>▪ Relevant experience in the Philippines and in other developing countries or in countries of similar geographical conditions</li> </ul>

Position	Job Description / Responsibilities	Required Qualifications
Procurement Specialist (L)	<ul style="list-style-type: none"> <li>▪ Collection and study of tender documents of similar construction contract</li> <li>▪ Study of commercial codes, taxation systems and laws of contract of the Philippines</li> <li>▪ Design, administration and monitoring of all procurement activities to ensure compliance with agreed procurement frameworks</li> <li>▪ Preparation of prequalification documents</li> <li>▪ Preparation of tender documents</li> <li>▪ Assistance in the preparation of evaluation criteria for prequalification and tender</li> <li>▪ Assistance in the preparation of bid documents in compliance with JICA procurement guidelines</li> </ul>	<ul style="list-style-type: none"> <li>▪ Relevant experience with road projects funded by JICA and/or other international funding institutions</li> <li>▪ BS in civil engineering or related field; Doctoral or MS in related field an added advantage</li> <li>▪ At least 10 years experience in the preparation of bid and contract documents for goods</li> <li>▪ Relevant experience in the Philippines and in other developing countries or in countries of similar geographical conditions</li> <li>▪ Relevant experience with road projects funded by JICA and/or other international funding institutions</li> </ul>
Environmental Specialist (L)	<ul style="list-style-type: none"> <li>▪ Ensure the project's compliance with the environmental policies of JICA, the environmental impact assessment guidelines and the government's environmental policies</li> <li>▪ Development of environmental monitoring plan for the project</li> <li>▪ Provision of recommendations to assess the environmental implications of the project</li> <li>▪ Development of an environmental screening format for appropriate environmental assessment of the project sites in accordance with the government's environmental guidelines</li> <li>▪ Determination of specific environmental impacts and recommendation of appropriate mitigation measures</li> <li>▪ Recommendations for the conservation of the physical</li> </ul>	<ul style="list-style-type: none"> <li>▪ A graduate of environmental science or environmental engineering; Doctoral or MS in related field (environmental engineering or environmental science) will be an added advantage</li> <li>▪ At least 10 years work experience in environmental assessment / environmental management and monitoring, including integration of environmental and social issues in the design and construction of roads and highways that involved upgrading / improvement / new construction</li> <li>▪ Relevant experience in the Philippines and in other developing countries or in countries of similar geographical conditions</li> <li>▪ Relevant experience with road</li> </ul>

Position	Job Description / Responsibilities	Required Qualifications
	environment, including hydrology, wildlife and other natural endowments	projects funded by JICA and/or other international funding institutions
Road Safety Engineer (L)	<ul style="list-style-type: none"> <li>▪ Conduct of road safety audit in each of the project road sections and advise on road safety issues</li> <li>▪ Provision of inputs for inspection of completed works before the facilities are formally opened to traffic</li> <li>▪ Recommendation of additional traffic engineering improvements, particularly for lighting, hazard barriers, signages and road markings</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage Duly licensed / registered civil engineer</li> <li>▪ At least 10 years experience as Road Safety Engineer in the detailed engineering design of roads, bridges and related structures</li> <li>▪ Relevant experience in the Philippines and in other developing countries or in countries of similar geographical conditions</li> <li>▪ Relevant experience with road projects funded by JICA and/or other international funding institutions</li> </ul>
Highway Engineer (L)	<ul style="list-style-type: none"> <li>▪ Assist the Highway Engineer (E) in the design of pavement and road works in the project areas</li> <li>▪ Coordination with and assistance to concerned engineers relative to the design requirements</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage Duly licensed / registered civil engineer</li> <li>▪ At least 10 years general experience in the preparation of road design including pavement design, materials survey and investigation of road projects, with a specific experience in the design of upgrading/improvement of roads and highways and the application of latest AASHTO Design Guidelines, Criteria and Standards for Highways</li> <li>▪ Relevant experience in the Philippines and in other developing countries or in countries of similar geographical conditions</li> <li>▪ Relevant experience with road projects funded by JICA and/or other international funding</li> </ul>

Position	Job Description / Responsibilities	Required Qualifications
		institutions

**Pre-construction Stage**

Position	Job Description / Responsibilities	Required Qualifications
Team Leader (E) (same staff of DE)	<ul style="list-style-type: none"> <li>▪ Overall guidance, direction, supervision and coordination of members of the Project Team and overall management of the consultancy services to be rendered by the Consultant</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ At least 10 years experience as Team Leader or in equivalent capacity in the design of roads and highways that involved upgrading / improvement and maintenance works</li> <li>▪ Experience as a Designer / Highway Engineer on at least 5 similar projects</li> <li>▪ Minimum 3 years experience in the Philippines and at least 7 years experience in developing countries or countries of similar geographical conditions</li> <li>▪ At least 10 years experience as Team Leader / Project Manager / Highway Engineer or in similar capacity in road projects funded by JICA and/or other international funding institutions</li> <li>▪ Relevant experience in value engineering</li> </ul> <p>Good command of the English language</p>
Procurement Specialist (L) (same staff of DE)	<ul style="list-style-type: none"> <li>▪ Assistance to the Team Leader (E) in the management and supervision of the Project Team and the services to be rendered by the Consultant in the Pre-construction Stage</li> <li>▪ Assistance to DPWH in the conduct or pre-bid conferences and site inspections and in the opening of bids and coordination of the preparation and submission of necessary reports as part of the assistance in tendering</li> <li>▪ Review of all reports, designs,</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering or related field; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ At 10 years experience in the procurement of works and in the preparation of contracts/tender documents, technical specifications for roads and bridges</li> <li>▪ Relevant experience in the Philippines and in other developing countries or in countries of similar</li> </ul>

<b>Position</b>	<b>Job Description / Responsibilities</b>	<b>Required Qualifications</b>
	<p>drawings specifications and bid documents for accuracy and comprehensiveness</p> <ul style="list-style-type: none"> <li>▪ Review of tender documents for international bidding for materials / equipment to be procured abroad, if necessary</li> </ul>	<p>geographical conditions</p> <ul style="list-style-type: none"> <li>▪ Relevant experience with road projects funded by JICA and/or other international funding institutions</li> </ul>
<p>Cost Engineer (L) (same staff of DE)</p>	<ul style="list-style-type: none"> <li>▪ Assistance to the Team Leader (E) in the management and supervision of the Project Team and the services to be rendered by the Consultant in the Pre-construction Stage</li> <li>▪ Assistance to DPWH in the conduct or pre-bid conferences and site inspections and in the opening of bids and coordination of the preparation and submission of necessary reports as part of the assistance in tendering</li> <li>▪ Review of all reports, designs, drawings specifications and bid documents for accuracy and comprehensiveness</li> <li>▪ Review of tender documents for international bidding for materials / equipment to be procured abroad, if necessary</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ At least 10 years experience in the preparation of detailed analysis of all applicable unit prices for various items of work of roads, bridges and related structures including quantity take-off</li> <li>▪ Relevant experience in the Philippines and in other developing countries or in countries of similar geographical conditions</li> <li>▪ Relevant experience with road projects funded by JICA and/or other international funding institutions</li> </ul>

**Republic of the Philippines**  
**DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**

**JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)**  
**ASSISTED ROAD UPGRADING AND PRESERVATION PROJECT (RUPP)**

**TERMS OF REFERENCE**

**FOR**

**CONSULTANCY SERVICES TO UNDERTAKE PROJECT IMPLEMENTATION AND  
MANAGEMENT SERVICES FOR CONSTRUCTION SUPERVISION OF ROAD  
UPGRADING/IMPROVEMENT (UI) COMPONENT**

**1. INTRODUCTION**

The Government of the Republic of the Philippines (GOP), through the Department of Public Works and Highways (DPWH), intends to engage the services of a qualified and experienced Consulting Engineering Firm (the Consultant) to provide the necessary engineering services that involve construction supervision of the Upgrading/Improvement Component (the Project) of Road Upgrading and Preservation Project (RUPP) with financial assistance from Japan International Cooperation Agency (JICA).

The project aims to improve the existing roads with all weather type of pavement, being the vital arterial roads in the Philippine archipelago, so that a more reliable, safe, comfortable and fast means of land transport can be provided to road users. The project covers improvement, rehabilitation of four national arterial roads.

**2. OBJECTIVES**

The services to be rendered by the Consultant shall include the following services:

- a) Project Management Support
- b) Construction Supervision
- c) Assistance to the Executing Agency for the Coordination with Provincial Government concerned
- d) Environmental Management and Monitoring of the ECC Requirements

DPWH shall require the Consultant to render other technical support services which are deemed relevant to the Project.

**3. SCOPE OF THE PROJECT**

The project consists of the following four national arterial roads located in Luzon area.

- a) UI-1: Bongabon - Baler Road (L = 51.3 km)
- b) UI-2: Lipa-Alaminos Road (L = 16.7 km)
- c) UI-3: Mindoro West Coast Road (L = 153.4 km)
- d) UI-4: Catanduanes Circumferential Road (Viga - Bagamanok - Pandan Section, L = 64.2 km)

#### **4. GENERAL PROVISIONS**

The project shall be carried out in the Construction Supervision Stage.

The Consultant shall be required to provide professional services throughout the construction supervision stage of the RUPP-PMO as the Executing Agency.

##### **4.1 Construction Supervision stage**

The Consultant shall prepare and establish guidelines and procedures for the construction supervision, including monitoring and reporting of contractors field accomplishment, establishment of quality control, and testing procedures as well as procedures for field supervision.

#### **5.0 SCOPE OF CONSULTING SERVICES**

The Consultant shall perform all works necessary to obtain the objectives set out in Section-2 of the Terms of Reference. In carrying out the work, the Consultant shall cooperate fully with the concerned agencies of the Government, in particular with RUPP-PMO and Project Steering Committee.

##### **5.1 Construction Supervision Stage**

During the construction supervision stage, the Consultant shall perform the following general tasks:

- a) The Consultant shall function on behalf of the Government as the “Engineer” of the project.

The Consultant shall perform his duties in accordance with the acceptable criteria and standards applicable to the construction/improvement of the works called for and shall exercise the powers vested in him as the “Engineer” under the Government’s contract of the contractor-awardee with the said works as defined in the Standard Specifications for Highway, Bridge and Airports, revised 2004.

The Consultant shall have full authority to direct, oversee, and revise the works as needed as defined in the Conditions of Contract.

- b) The term “Engineer” shall mean the Consultant or his authorized representative appointed by DPWH and notified in writing to the contractors to act as the “Engineer” for the purpose of contract. The term “Engineer’s Representative” shall mean any resident engineer, assistant resident engineer, or any responsible engineer appointed from time to time by the Engineer to perform the duties and whose authority shall be notified in writing to the Contractor by the Engineer. In general, the duties of the Engineer’s Representatives are to inspect, watch, and supervise the works; to review and validate the design parameter; and to test and examine any materials to be used or workmanship employed in connection with the works to ensure that the construction is carried out in accordance with plans and specifications.
- c) The Consultant in his capacity as the Engineer will coordinate all works and will issue if necessary, some amendments or modifications to the established guidelines for the purpose of achieving effective administrative and technical working procedures. The above undertakings, however, will have to be consulted and reported to the Director of RUPP-PMO before effecting said amendments or modifications, in case there are.
- d) All data such as progress of works, accomplishment, problems, etc. shall be compiled for each contract package for convenience of monitoring by DPWH and JICA.

More specifically, the Consultant shall provide the following:

- 5.1.1 Represent the interests of the Government vis-à-vis the Contractor in any matter related to the construction contract and the proper execution thereof.
- 5.1.2 Furnish for the use of the contractor all necessary ground and topographic data for the establishment of road alignments and grades.
- 5.1.3 Revise and recommend for approval the Contractor’s work schedule or revision thereto and any such plans of programs that the Contractor is obliged to furnish for the Engineer’s approval. Prepare and submit to the DPWH disbursement schedule.
- 5.1.4 Assess the adequacy of all inputs such as materials and labor provided by the contractor and his methods of works in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor’s equipment (and its condition) to ensure compliance with the list of equipment which the Contractor provided in his bid.
- 5.1.5 Inspect and evaluate all Contractor’s installation, housing, shops and warehouses and other accommodations to ensure compliance with the terms and conditions of the contract documents.
- 5.1.6 Organize the supervision of the works with proper locations of responsibilities to the individual inspectors and supervise their work in order to ensure that it is effectively executed.

- 5.1.7 Organize and operate materials laboratory on the basis of the provisions in the construction contract and perform all laboratory and field testing of materials and products needed to ensure the quality as required by the plans and specifications is obtained.
- 5.1.8 Maintain a representative at the site at all times to supervise all phases of the works of the contractor and to issue site instruction as required.
- 5.1.9 Review and approve all contractor's working drawings, shop drawings, erection drawings, and drawings for temporary works.
- 5.1.10 Perform verification surveys of the Contractor's stake-out surveys for centerline alignment, structure location surveys, and vertical control bench marks.
- 5.1.11 Compute quantities of approved and accepted works and materials and check, certify and make recommendations to the DPWH on the contractor's monthly and final payment certification.
- 5.1.12 Prepare and submit reports to the DPWH periodically as required on the progress of the work, the contractor's performance, quality of works, and the project's financial status and forecasts.
- 5.1.13 Furnish timely assistance and direction to the Contractors in all matters related to the interpretation of the contract documents, ground survey controls, quality control testing, and other matters relating to contract compliance and progress of the report.
- 5.1.14 Prepare and maintain inspection and engineering reports and records to adequately document the progress and performances of the works.
- 5.1.15 Perform initial cross-section, periodic and final survey measurements of completed and accepted works or partial works to determine quantities and perform settlement control.
- 5.1.16 Assure the receipts of, and maintain as permanent records, all warrants required under the terms of the contract documents for materials and equipment accepted and incorporated in the Project. All local materials incorporated in the Project and their sources are also to be approved, and the as-built drawings shall be prepared for all works completed.
- 5.1.17 Examine and recommends to the DPWH, if justifiable, of all claims/requests of Contractors for time extensions, extra compensations for works or expenses and other similar matters.
- 5.1.18 Propose and present to the DPWH for approval any changes in the plans he may deem necessary for the completion of works including information or any effect the changes may have on the contract amount and time of completion of the project, and prepare all necessary variation orders including alterations on the plans and specifications and other

details. Inform DPWH of problems or potential problems, which may arise in connection with any construction contract and suggests or make recommendations to the DPWH of possible solutions. Prepare and sign/approve revised design plans incorporating major changes (i.e. significant changes in alignment, change in type or main component of structures, introduction of new work items) in original design, subject to approval/concurrence of the original Design Consultant prior to the submission to the Bureau of Design (BOD), through RUPP-PMO for conceptual review.

- 5.1.19 Inspect the safety aspects of construction and improvement works and methods based on Road Safety Audit Checklists/Requirements to ensure that every reasonable measure has been taken to protect life and property.
- 5.1.20 The Consultant shall monitor payments to contractors in close coordination with RUPP-PMO and the DPWH Comptrollership and Financial Management Service (CFMS), and prepare disbursement schedule on a quarterly basis for submission to JICA, through RUPP-PMO.
- 5.1.21 All Project information shall be compiled in a database and continuously updated and incorporated in the Monthly and Quarterly Progress Reports to be prepared by the Consultant for submission to the DPWH and JICA.
- 5.1.22 The Consultant shall prepare an Annual Progress Report compiling all activities of the year and submit it to JICA through DPWH.
- 5.1.23 Before the issuance of a Certificate of Completion by the DPWH, the Consultant shall carry out the necessary inspection, specify and supervise any remedial works to be carried out by the contractor and when completed, recommend to the DPWH for final inspection and acceptance of the project. At least one (1) representative from the Consultant shall join the final inspection of each completed sub-project and/or Contract Package.
- 5.1.24 Perform any and all other items of works not specifically mentioned above but which are necessary and essential to successfully supervise and control the construction activities in accordance with the plans, specifications and terms of contract. The Consultant's responsibility for the works shall continue until the Certificate of Acceptance has been issued by the DPWH.
- 5.1.25 Should any problems and other concerns occur during the mandatory one (1) year maintenance period on any completed contract package the Consultant shall upon the request of the DPWH, make available its personnel involved in the construction supervision of such completed contract package to assist the DPWH in resolving said problems/issues.

## **5.2 Training/Technology Transfer**

The Consultant shall conduct trainings/study tour in Japan for six (6) DPWH Engineers in order to exercise technology transfer aimed at enhancing the knowledge in the field of road engineering, design, construction operation, road safety and maintenance. Short courses on the above-subject matter, lectures, group discussions, site visit on various ongoing and completed road and bridge projects in Japan can be used. Other forms of learning methods and technology transfer appropriate to the subject matter can also be used.

Through this training/study tour, DPWH staff will have a better understanding of the project objectives.

### **5.3 Environmental Management and Monitoring**

The Consultant shall supervise the site and its surroundings from adverse environmental pollution through the environmental survey and evaluation to be carried out by the contractor.

The Consultant shall monitor any changes which might arise during construction. Such monitoring shall be undertaken in accordance with the JBIC Environmental Guidelines for ODA Loans, October 1999, and this Terms of Reference.

- a) Comprehensive environmental study to assist the DPWH in setting up environmental conservation strategy/methods in the future, if any.
- b) Monitoring of the present environmental condition which shall include, among others, the following points:
  - Water pollution
  - Air pollution
  - Noise and vibration
  - Solid waste management
  - Others
- c) Monitoring of the environmental condition and/or supervision of the monitoring during and after construction which shall include, among others, the following items of survey:
  - Water pollution
  - Air pollution
  - Noise and vibration
  - Solid waste management
  - Others
- d) Monitoring of ECC Requirements/Conditionalities

Monitoring the compliance of the Project with conditions stated in the Environmental Compliance Certificate (ECC), and make the necessary recommendations on environmental mitigation measures to DPWH and contractor(s) of the Project.

e) Resettlement and Land Acquisition

- Assist DPWH, if necessary, in conducting studies related to squatter resettlement and land acquisition, including parcellary and household survey.
- Assist DPWH, if necessary, in collection legal documents and information necessary for squatter resettlement and land acquisition.
- Monitor the situation of the resettlement sites and resettled squatters, such as development of social infrastructure improvement of income and living standards and so on.
- Propose adequate livelihood program.

## 6. ORGANIZATION AND STAFFING

6.1 The following experts and their number shall be required to carry out the consulting services:

Construction Supervision Stage – **45months**

Positions	Key Staff				Total
	Foreign		Local		
	No.	Man-Months	No.	Man-Months	
<b>Central Team</b>					
1. Team Leader/Highway Engineer	1	43	-	-	43
2. Deputy Team Leader/Quality Assurance Expert	-	-	1	45	45
3. Bridge/Structural Engineer	1	24	-	-	24
4. Hydro./Drainage Engineer	-	-	1	24	24
5. Geotechnical Engineer	1	12	-	-	12
6. Environmental Specialist	-	-	1	20	20
<b>Sub-total</b>	<b>3</b>	<b>79</b>	<b>3</b>	<b>89</b>	<b>168</b>
<b>Field Team – 1 (UI-1)-Bongabon-Baler (one team) – Contract Packages 1&amp;3</b>					
1. Resident Engineer	-	-	1	24	24
2. Highway Engineer	-	-	1	24	24
3. Bridge/Structure Engineer	-	-	1	12	12
4. Quantity / Cost Engineer	-	-	1	24	24
5. Materials Engineer	-	-	1	24	24

6. Inspection Engineer	-	-	2	24	48
<b>Sub-total</b>	-	-	<b>7</b>	<b>132</b>	<b>156</b>
<b>Field Team – 2 (UI-2)-Lipa-Alaminos (one team) – Contract Package 1</b>					
1. Resident Engineer	-	-	1	24	24
2. Highway Engineer			1	24	24
3. Bridge/Structure Engineer	-	-	1	4	4
4. Quantity / Cost Engineer	-	-	1	24	24
5. Materials Engineer			1	24	24
6. Inspection Engineer	-	-	1	24	24
<b>Sub-total</b>	-	-	<b>6</b>	<b>124</b>	<b>124</b>
<b>Field Team – 3 (UI-3)-Mindoro West (four teams)</b>					
<b>Contract Package 2</b>					
1. Resident Engineer	-	-	1	18	18
2. Highway Engineer	-	-	1	18	18
3. Bridge/Structure Engineer	-	-	1	4	4
4. Quantity / Cost Engineer	-	-	1	18	18
5. Materials Engineer	-	-	1	18	18
6. Inspection Engineer	-	-	1	18	18
<b>Contract Package 3</b>					
1. Resident Engineer	-	-	1	32	32
2. Highway Engineer	-	-	1	32	32
3. Bridge/Structure Engineer	-	-	1	18	18
4. Quantity / Cost Engineer	-	-	1	32	32
5. Materials Engineer	-	-	1	32	32
6. Inspection Engineer	-	-	3	32	96
<b>Contract Package 4</b>					
1. Resident Engineer	-	-	1	28	28
2. Highway Engineer	-	-	1	28	28
3. Bridge/Structure Engineer	-	-	1	12	12
4. Quantity / Cost Engineer	-	-	1	28	28
5. Materials Engineer	-	-	1	28	28
6. Inspection Engineer	-	-	2	28	56
<b>Contract Package 5</b>					
1. Resident Engineer	-	-	1	22	22
2. Highway Engineer	-	-	1	22	22
3. Bridge/Structure Engineer	-	-	1	12	12
4. Quantity / Cost Engineer	-	-	1	22	22
5. Materials Engineer	-	-	1	22	22
6. Inspection Engineer	-	-	2	22	44
<b>Sub-total</b>	-	-	<b>28</b>	<b>546</b>	<b>660</b>
<b>Field Team – 4 (UI-4)-Catanduanes (twoteams)</b>					
<b>Contract Package 2</b>					
1. Resident Engineer	-	-	1	18	18
2. Highway Engineer	-	-	1	18	18
3. Bridge/Structure Engineer	-	-	1	12	12

4. Quantity / Cost Engineer	-	-	1	18	18
5. Materials Engineer	-	-	1	18	18
6. Inspection Engineer	-	-	1	18	18
<b>Contract Package 3</b>					
1. Resident Engineer	-	-	1	36	36
2. Highway Engineer	-	-	1	36	36
3. Bridge/Structure Engineer	-	-	1	24	24
4. Quantity / Cost Engineer	-	-	1	36	36
5. Materials Engineer	-	-	1	36	36
6. Inspection Engineer	-	-	3	36	108
<b>Sub-total</b>	-	-	<b>14</b>	<b>306</b>	<b>378</b>
<b>Total</b>	<b>3</b>	<b>79</b>	<b>58</b>	<b>1,197</b>	<b>1,486</b>

NOTE: Please see Attachment 1 for Job Descriptions/Qualifications

The above-mentioned Key Staff should have several years of experience in designing and supervising roads and bridges projects.

A total of **1,486 man-months** for the Construction Supervision Stage are estimated to be required from the Consultant's Key Staffs' respective positions.

## **8.0 REPORT AND DOCUMENTS**

The consultant shall submit the following reports and documents and all English, viz:

- 8.1 Before the end of the 1<sup>st</sup> month, fifteen (15) copies of Inception Report shall be submitted compiling the methodologies, schedule, organization, etc.
- 8.2 By the twenty ninth (29<sup>th</sup>) day of each month, the Consultant shall submit fifteen (15) copies of a Monthly Progress Report in the accepted form, briefly and concisely describing all activities and progress for the previous month. Problems encountered or problems anticipated shall be clearly stated, together with steps taken or recommendations for their correction. It shall also indicate the works to be performed during the coming month.
- 8.3 The consultant, on behalf of the DPWH shall submit without delay, Progress Report of the Project on a quarterly basis until the project is completed, in such detail as JICA may reasonably request in accordance with the Loan Agreement.
- 8.4 By the tenth (10<sup>th</sup>) day of January of each year, the Consultant shall submit ten (10) copies of an Annual Progress Report in the accepted form, briefly and concisely describing all activities and progress for the previous year.
- 8.5 The Consultant shall submit quarterly loan disbursement schedule.

- 8.6 Within one month after completion of construction, provide DPWH with one (1) full size set of as-built plans on stable base materials plus three (3) printed copies showing final details of the project completed together with all data, records, field books, etc., properly indexed catalogue.
- 8.7 Within three months after completion of construction, a final report summarizing the yearly construction activities indicating, among other things, the disbursement, accomplishment, activities, contract changes, claims or dispute or any other substantive matters having an effect on the amount and progress of works shall be submitted. The number of report shall be twenty (20).
- 8.8 The Consultant shall assist the DPWH in preparing the Project Completion Report (PCR) in such form and detail as JICA shall reasonably request. The submission of the PCR shall be a condition for final payment of the Consultant.
- 8.9 Service Completion Report shall be submitted after completion of all services stipulated in the contract, giving a summary of whole period of the services. This report shall be referred to the issuance of the Statement of Performance for the final payment.
- 8.10 All plans, reports (except the Monthly Progress Reports) and other relevant documents must be accompanied by a back-up electronic files in a stable media storage the number of which will be agreed upon before preparation/submission.

## **9.0 DATA AND ASSISTANCE TO BE PROVIDED BY THE GOVERNMENT**

With regard to the works of the Consultant that requires the cooperation of other government agencies, the Government will provide liaison and will ensure that the Consultant have access to all information as may be allowed by law for the performance of these services.

## **10.0 RESPONSIBILITY OF THE GOVERNMENT**

- 10.1 The Government shall assist in the maintenance of peace and order along the project when and if necessary upon the request of the Consultant.
- 10.2 The DPWH shall allow the Consultant the use of their equipment/apparatus when needed to carry out further investigation works that are not provided for under the contract but relevant to the project.
- 10.3 The DPWH shall expedite all decisions required by the Consultant to proceed with his duties.
- 10.4 Compliance with the Guidelines for the Employment of Consultants under Handbook for Procurement under Japanese ODA Loans, March 2009.
- a) In cases of differences in opinion between DPWH and the Consultant on any important matters involving the professional judgment that might affect the proper

evaluation or execution of the Project, the Consultant shall submit promptly a written report to DPWH. The DPWH shall forward the report to the JICA with its comments in time to allow the JICA to study and communicate with DPWH before any irreversible steps are taken on the matter. In case of urgency, the Consultant shall have the right to request DPWH and/or the JICA that the matter be discussed immediately between the DPWH and the JICA.

- b) The DPWH is responsible for supervising the Consultant's performance and ensuring that the Consultant carries out the assignment in accordance with the contract. Without assuming the responsibilities of the DPWH or the Consultant, the JICA may monitor the work as necessary in order to confirm that this is being carried out in accordance with appropriate standards and based on accepted data. As appropriate, the JICA may take part in the discussion between the DPWH and the Consultant. However, the JICA shall not be liable in any way for the implementation of the Project by reason of such monitoring or participation in the discussion. Neither the DPWH nor the Consultant shall be released from any responsibility for the Project by reason of the JICA's monitoring or participation in discussion.

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**ATTACHMENT 1**

**The Republic of the Philippines  
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**

**JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)-ASSISTED  
ROAD UPGRADING AND PRESERVATION PROJECT (RUPP)**

**CONSULTANCY SERVICES TO UNDERTAKE  
CONSTRUCTION SUPERVISION FOR THE  
ROAD UPGRADING / IMPROVEMENT (UI) COMPONENT**

**Construction Supervision Stage**

<b>Position</b>	<b>Job Description / Responsibilities</b>	<b>Required Qualifications</b>
<b>Central Team</b>		
Team Leader/Highway Engineer (E)	<ul style="list-style-type: none"> <li>▪ Overall guidance, direction, supervision and coordination of members of the Project Team and overall management of the consultancy services to be rendered by the Consultant</li> <li>▪ Assistance to the Employer and liaison with JICA</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ Ten (10) years experience as Team Leader or Highway Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects that involved upgrading/ improvement</li> <li>▪ Ten (10) years experience as a Team Leader or Highway Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects funded by JICA and/or other international funding institutions</li> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other developing countries or countries of similar geographical conditions</li> <li>▪ Good command of the English</li> </ul>

Position	Job Description / Responsibilities	Required Qualifications
Deputy Team Leader /Quality Assurance Expert (L)	<ul style="list-style-type: none"> <li>▪ Assistance to the Team Leader (E) in the management and supervision of the Project Team and the services to be rendered by the Consultant in the Construction Supervision Stage</li> <li>▪ Responsibility for all the administrative staff and for the day-to-day activities of the local technical staff</li> <li>▪ Preparation and submission of reports to DPWH on the progress of work, the Contractor's performance, quality of works and the project's financial status and forecasts</li> <li>▪ Assistance to the Team Leader (E) in the review of the Contractor's working, erection and temporary work drawings as well as verification surveys and measurement of completed works</li> <li>▪ Inspection of the safety aspects of construction and upgrading / improvement works and methods to ensure that every reasonable measure has been taken to protect life and property</li> <li>▪ Ensure quality control of construction activities in accordance with the approved plans and specifications</li> </ul>	language <ul style="list-style-type: none"> <li>▪ BS in civil or chemical engineering ; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil or chemical engineer</li> <li>▪ Ten (10) years experience as Deputy Team Leader or Quality Assurance Expert or in equivalent capacity or higher in the construction supervision of road and bridge projects that involved upgrading / improvement</li> <li>▪ Ten (10) years experience as a Deputy Team Leader or Quality Assurance Expert or in equivalent capacity or higher in the construction supervision of road and bridge projects funded by JICA and/or other international funding institutions</li> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other developing countries or countries of similar geographical conditions</li> <li>▪ Good command of the English language</li> </ul>
Bridge / Structural Engineer (E)	<ul style="list-style-type: none"> <li>▪ Overall monitoring and supervision of the construction of bridges and related structures to ensure compliance with plans and specifications and implementation of appropriate quality control procedures and bridge construction methods</li> <li>▪ Guidance and direction of the Bridge / Structure Engineers (L) in each Field Team on bridge construction methods</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field (i.e., structural engineering) an added advantage</li> <li>▪ Duly licensed / registered civil or structural engineer</li> <li>▪ Ten (10) years experience as a Bridge/ Structural Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects that involved upgrading / improvement</li> <li>▪ Ten (10) years experience as a Bridge/Structural Engineer or in</li> </ul>

Position	Job Description / Responsibilities	Required Qualifications
		<p>equivalent capacity or higher in the construction supervision of road and bridge projects funded by JICA and/or other international funding institutions</p> <ul style="list-style-type: none"> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other developing countries or countries of similar geographical conditions</li> <li>▪ Good command of the English language</li> </ul>
Hydro. / Drainage Engineer (L)	<ul style="list-style-type: none"> <li>▪ Overall monitoring and supervision of the construction of drainage structures in accordance with plans and specifications and implementation of appropriate quality control procedures</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field ( i.e., Hydrology ) an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ Ten (10) years experience as a Hydro/ Drainage Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects as well as other projects that involved implementation and control of hydrological surveys</li> <li>▪ Ten (10) years experience as a Hydro./Drainage Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects funded by JICA and/or other international funding institutions</li> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other developing countries or countries of similar geographical conditions</li> <li>▪ Good command of the English language</li> </ul>
Geotechnical Engineer (E)	<ul style="list-style-type: none"> <li>▪ Arrangement of execution of soil investigation and laboratory tests with the Contractor</li> <li>▪ Management of soil investigation and laboratory tests to be done by</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field (i.e. Geology) an added advantage</li> <li>▪ Duly licensed / registered civil or geotechnical engineer</li> </ul>

Position	Job Description / Responsibilities	Required Qualifications
	<p>the Contractor</p> <ul style="list-style-type: none"> <li>▪ Checking and approval of results of the soil investigation and laboratory tests</li> </ul>	<ul style="list-style-type: none"> <li>▪ Ten (10) years experience as Geotechnical Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects as well as other projects that involved soil, sub-surface and geotechnical studies/surveys and investigation</li> <li>▪ Ten (10) years experience as a Geotechnical Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects funded by JICA and/or other international funding institutions</li> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other developing countries or countries of similar geographical conditions</li> <li>▪ Good command of the English language</li> </ul>
<p>Environmental Specialist (L)</p>	<ul style="list-style-type: none"> <li>▪ Monitoring of the status of compliance of the project, particularly with the conditions stated in the Environmental Compliance Certificate (ECC) throughout the period of the consultancy services and make the necessary recommendations on environmental mitigation measures to the DPWH and the Contractor</li> <li>▪ Ensure that land / road right-of-way acquisition and resettlement are properly implemented</li> <li>▪ Environmental monitoring and management to ensure implementation of measures defined in the IEE / EIA</li> <li>▪ Ensure the project's compliance with the environmental policies of JICA, the environmental impact assessment guidelines and the government's environmental policies</li> </ul>	<ul style="list-style-type: none"> <li>▪ A graduate of environmental science or environmental engineering; Doctoral or MS in related field (environmental engineering or environmental science) will be an added advantage</li> <li>▪ Ten (10) years experience as Environmental Specialist or in equivalent capacity or higher in the construction supervision of road and bridge projects as well as other projects that involved environmental management, monitoring, assessment</li> <li>▪ Ten (10) years experience as a Environmental Specialist or in equivalent capacity or higher in the construction supervision of road and bridge projects as well as other projects that involved environmental management, monitoring, assessment funded by JICA and/or other</li> </ul>

Position	Job Description / Responsibilities	Required Qualifications
		international funding institutions <ul style="list-style-type: none"> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other developing countries or countries of similar geographical conditions</li> <li>▪ Good command of the English language</li> </ul>
<b>Field Teams</b>		
Resident Engineer (L)	<ul style="list-style-type: none"> <li>▪ Oversee the progress of works, the Contractor's performance, the quality of works and the project's financial status and forecasts</li> <li>▪ Supervision of field staff under his charge</li> <li>▪ In constant coordination with the Central Team and other members of the Field Team, assessment of the adequacy of all inputs such as materials, labor and equipment provided by the Contractor and his methods of work in relation to the required rate of progress</li> <li>▪ Supervision of the works of the Contractor in the project site at all times and issuance of instruction(s) and timely assistance and direction to the Contractor on all matters related to the interpretation of the contract documents, ground survey controls, quality control testing and other matters related to compliance of the construction contract</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ Ten (10) years experience as Resident Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects that involved upgrading/ improvement</li> <li>▪ Ten (10) years experience as a Resident Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects funded by JICA and/or other international funding institutions</li> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other developing countries or countries of similar geographical conditions</li> <li>▪ Good command of the English language</li> </ul>
Highway Engineer (L)	<ul style="list-style-type: none"> <li>▪ Inspection, monitoring and construction supervision of road works in conjunction with other disciplines and in constant coordination with the Central Team's Highway Engineer (E), the Resident Engineer (L) and other members of the Team to ensure the Contractor's compliance with plans and specifications</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage Duly licensed / registered civil engineer</li> <li>▪ Ten (10) years experience as Highway Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects that involved upgrading/ improvement</li> <li>▪ Ten (10) years experience as a</li> </ul>

Position	Job Description / Responsibilities	Required Qualifications
		<p>Highway Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects funded by JICA and/or other international funding institutions</p> <ul style="list-style-type: none"> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other developing countries or countries of similar geographical conditions</li> <li>▪ Good command of the English language</li> </ul>
<p>Bridge / Structural Engineer (L)</p>	<ul style="list-style-type: none"> <li>▪ Inspection, monitoring and construction supervision of bridge works in conjunction with other disciplines and in constant coordination with the Central Team's Bridge / Structure Engineer (E), the Resident Engineer (L) and the other members of the Team to ensure the Contractor's compliance with plans and specifications</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field (i.e., structural engineering) an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ Ten (10) years experience as Bridge/Structural Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects that involved upgrading/ improvement</li> <li>▪ Ten (10) years experience as a Bridge/Structural Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects funded by JICA and/or other international funding institutions</li> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other developing countries or countries of similar geographical conditions</li> <li>▪ Good command of the English language</li> </ul>
<p>Quantity / Cost Engineer (L)</p>	<ul style="list-style-type: none"> <li>▪ Checking and approval of quality and quantity of materials supplied for construction works</li> <li>▪ Checking and approval of quality and quantity of works completed for a given period</li> <li>▪ Assistance in the issuance of</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ Ten (10) years experience as Quantity/Cost Engineer or in</li> </ul>

Position	Job Description / Responsibilities	Required Qualifications
	<p>monthly certificates for payment</p> <ul style="list-style-type: none"> <li>▪ Evaluation of change orders claimed by the Contractor</li> <li>▪ Assistance in the preparation of monthly progress reports</li> <li>▪ Keeping of financial and physical progress records</li> <li>▪ Coordination with the Central Team, the Resident Engineer (L) and the other members of the Team to ensure the Contractor's compliance with plans and specifications</li> </ul>	<p>equivalent capacity or higher in the construction supervision of road and bridge projects that involved upgrading/ improvement</p> <ul style="list-style-type: none"> <li>▪ Ten (10) years experience as a Quantity/Cost Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects funded by JICA and/or other international funding institutions</li> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other developing countries or countries of similar geographical conditions</li> <li>▪ Good command of the English language</li> </ul>
Materials Engineer (L)	<ul style="list-style-type: none"> <li>▪ Assessment of the adequacy of materials provided by the Contractor</li> <li>▪ Examination of all local materials incorporated into the project and their sources</li> <li>▪ Perform a program of independent testing to complement, verify or validate the testing performed by the Contractor</li> <li>▪ Supervision of all laboratory and field testing of materials in conformity with approved methods and procedures and evaluation of test results</li> <li>▪ Coordination with the Central Team, the Resident Engineer (L) and the other members of the Team to ensure the Contractor's compliance with plans and specifications</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil or chemical engineering; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil or chemical engineer</li> <li>▪ Must have appropriate license / certification as Materials Engineer II from DPWH</li> <li>▪ Ten (10) years experience as Materials Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects as well as other projects that involved materials testing and quality control</li> <li>▪ Ten (10) years experience as a Materials Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects as well as other projects that involved materials testing and quality control funded by JICA and/or other international funding institutions</li> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other</li> </ul>

Position	Job Description / Responsibilities	Required Qualifications
		developing countries or countries of similar geographical conditions <ul style="list-style-type: none"> <li>▪ Good command of the English language</li> </ul>
Inspection Engineer (L)	<ul style="list-style-type: none"> <li>▪ Inspection of site works on location in conjunction with other disciplines and in constant coordination with the Central Team, the Resident Engineer (L) and the other members of the Team to ensure the Contractor's compliance with plans and specifications</li> <li>▪ Checking and approval materials quality and quantity supplied on site</li> <li>▪ Supervision of mobilization of labor, machines / equipment and check workmanship and capacity of machines/equipment</li> <li>▪ Keeping of records of the Contractor's activities</li> <li>▪ Control of the safety of construction works</li> <li>▪ Preparation of daily, weekly and monthly reports</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS in civil engineering; Doctoral or MS in related field an added advantage</li> <li>▪ Duly licensed / registered civil engineer</li> <li>▪ Ten (10) years experience as Inspection Engineer/Inspector or in equivalent capacity or higher in the construction supervision of road and bridge projects that involved upgrading/ improvement</li> <li>▪ Ten (10) years experience as a Inspection Engineer/Inspector Engineer or in equivalent capacity or higher in the construction supervision of road and bridge projects funded by JICA and/or other international funding institutions</li> <li>▪ Ten (10) years of any experience in the implementation of any project in the Philippines and in other developing countries or countries of similar geographical conditions</li> <li>▪ Good command of the English language</li> </ul>

**TERMS OF REFERENCE  
FOR THE PARCELLARY SURVEY OF  
Name of Project**

**I.0 INTRODUCTION**

**A. BACKGROUND**

The Government of the Republic of the Philippines, thru the Department of Public Works and Highways (DPWH), intends to engage the services of Local Consultancy Firms for the conduct of a Parcellary Survey of affected lots within the road right of way in order to ensure expeditious implementation of *Name of Project*.

**B. OBJECTIVE**

The objective of the services is to identify affected lots within the Road Right-of-Way (RROW) limits, as indicated in the detailed road design plans approved by the DPWH Secretary or his authorized representative and segregate the affected lots for the purpose of registering them in favor of the Government.

**C. PROJECT SCOPE OF WORK**

The proposed project which is the parcellary survey of *Name of Road* has an estimated length of \_\_\_\_\_ km.

**II. SCOPE OF SERVICES**

**A. GENERAL**

**2.1** The Consultant shall coordinate with the Land Management Services (LMS), Department of Environment and Natural Resources (DENR), DPWH-Implementing Office and Regional/District Offices concerned on the RROW acquisition. The services shall be provided in accordance with the improved Infrastructure Right-of-Way (IROW) Procedural Manual, DPWH Department Order (DO) No. 24, series of . 2007 – Amended Omnibus levels of Authorities of Officials of the Department of Public Works and Highways, and other related Department issuances on procedures, rules, and responsibilities of all offices concerned.

**2.2** The Consultant/Geodetic Engineer/Survey Contractor (Geodetic Engineering Partnership or Sole Proprietorship Firm) shall provide all labor, instruments/equipment like Global Positioning System and Electronic Total Stations, calibrated by the DENR LMS, materials, supplies, vehicles, and other facilities necessary to perform satisfactorily the survey works herein required, viz:

2.2.1 Detailed Survey and Mapping Requirements

The detailed survey works shall be undertaken in accordance with the common surveying and mapping requirements and specifications stipulated in the Manual for Land Survey in the Philippines (Land Administrative Order No. 4 of the Bureau of Lands); Executive Order No. 4, adopting the Philippine Reference System of 1992 as the Standard Reference System for Survey in the Philippines; and the DPWH Design Guidelines, Criteria and Standards, Volume I, Part I, Surveys and Investigations, that include but are not limited to the following:

a. Establishment of Horizontal Ground Controls

Establishment of horizontal ground controls based on the Philippine Plane Coordinate System or the Philippines Transverse Mercator Grid and/or Executive Order No. 45 (Adopting the Philippine Reference System of 1992 as the Standard Reference System for Survey in the Philippines).

b. Traverse Survey based on the Second Order Accuracy

c. Research Work of Affected Lots/Real Properties

In the research work for cadastral maps and technical descriptions of affected lots, the names of affected landowners, if any, within the RROW must be taken from the corresponding Municipal, City or Provincial Assessor's Office. The following data shall be gathered relative to the parcellary survey.

i. From the Assessor's Office

- Tax declaration of Real Property
- Tax Map to determine the owner and address
- Land Classification

ii. From the Affected Landowners

- Tax declaration of Real Property
- Copy of the Transfer Certificate of Title (TCT)
- Tax Clearance
- Pictures taken by the Consultant/Geodetic Engineer

iii. From the Registry of Deeds

- Certified copy of the Transfer Certificate of Title (TCT)

iv. From the Land Management Services (LMS)

- Cadastral Map
- Technical Description of Lot
- Lot Plan in standard LMS Form

v. From the Department of Agrarian Reform

- Areas subject to Land Reform or vast estate landholdings, where there is voluntary offer to sell (VOS) by owners

vi. From the National Commission for Indigenous People

- Areas of ancestral domain (Map)

vii. From the Department of National Defense (DND)

- Maps showing areas of Military Reservation
- viii. From the Department of Environment and Natural Resources, DENR
  - Protected Areas (maps) from the Protected Areas Management Bureau (PAMB)

The Consultant/Geodetic Engineer shall exhaust all possible measures to obtain all necessary data in the lands to be acquired. Lands with no available data shall be clearly mentioned/specified in the report for further research during the acquisition stage.

d. Closed Traverse and/or Closed Loop

Traverse and/or loop stations must start and end on recovered previously established horizontal ground controls of higher order and follow approximately the course of the boundaries of the affected properties.

e. Angular and Linear Errors of Closures

Angular and linear errors of closures must be in accordance with the specifications and requirements of the Manual for Land Surveys in the Philippines (Land Administrative Order No. 4).

f. Monumenting/Placing of Permanent Reference Points

- Lot Monuments

Standard cylindrical monuments used in defining and marking corners shall be made of concrete (mixture 1:2:3) at least 15 cm in diameter by 40 cm in depth and must be set 35 cm in the ground at the corners of lots within the RROW. The top shall be centered by a galvanized iron spike or by a conical hole not exceeding 20 millimeters in diameter and not less than 10 millimeters in depth to define the corner to which measurement shall be made.

### **2.3 Survey Operations and Submittal of Parcellary Survey Plans>Returns**

The computations, plotting/downloading and preparation of survey plans shall be done in accordance with survey requirements and specifications of the DENR/LMS and DPWH Guidelines, Criteria and Standards, Volume I, Part I, Surveys and Investigations.

The Plan (A-1 size mylar) shall consist of the following:

- a. Cover Sheet.
- b. Location Plan showing the adjoining Towns, Municipalities/Barangays, vicinity map, general notes, direction of meridian, technical description of all controlling points, legend/symbols, index map.
- c. Plotted in grid coordinate system.
- d. Right-of-way limit.

- e. Match line stationing in every sheet of plan.
- f. Name of Municipalities/Barangay/Sitio to be traversed/ affected.
- g. Technical descriptions of monuments/reference points.
- h. Land classification (residential, agricultural, commercial, industrial).
- i. Stationing at every 100 meters interval.
- j. All corners shall be indicated by small circle with their respective number description.
- k. Name, license number, date and place of issuance, signature and seal of Geodetic Engineer.
- l. Date of survey.
- m. Waiver drafted in every sheet of plans.
- n. Name of signatories/approving officials in every sheet of plan;
- o. Indicate per sheet in tabular form the following.
  - Name of claimant/s or owner/s of lots with corresponding lot no. and lot areas (remaining and affected) in sq. meter.
  - Technical description and tie lines of all lots affected by the ROW.
  - Names of affected lot owners, the area of lot affected and area of lot remaining.
- p. Other Related Documents
  - Lot data computation of affected lots,  
The lot data computation that shall delineate the affected area from the mother lot shall be prepared on prescribed LMB Forms.
  - Miscellaneous Data,  
This shall include all research materials and documents pertaining to the affected lots such as certified true copies of OCT/TCT, technical description of the lot, tax declaration of real property and approved subdivision plans in LMS Form.

## **2.4 Subdivision Plans**

The subdivision plans shall be prepared in accordance with the requirements of the LMS, DENR, together with other documents to be approved by the said agency to be used for land registration purposes. This plan shall be complied together with the computation of the technical descriptions of the lot.

The subdivision plans shall be signed/certified for conformity by the DPWH-Head of the Implementing Office or Regional Director /District Engineer concerned prior to submission to the LMS, DENR, for approval.

## **2.5 Approval of Parcellary Survey Plans**

The parcellary plans including the copy of the subdivision plans and other related documents shall be submitted by the DPWH-Implementing Office to the Bureau of Design (Foreign-Assisted Projects) and/or Regional and District Offices (Locally-Funded Projects) for approval per DO 24, series of 2007- Amended Omnibus Levels of Authorities of Officials of the DPWH.

The review and approval of the Parcellary Survey Plans by DPWH do not relieve the Surveys Consultant/Geodetic Engineer from the responsibility for the accuracy of the survey works and installation of right-of-way and lot monuments.

The approved parcellary and subdivision plans together with an electronic file shall be submitted to the DPWH-Implementing Office for safekeeping, copy furnished Bureau of Design and Regional/District and other concerned Offices.

### III. IMPLEMENTATION

#### A. STAFFING

The following experts/professionals and their members shall be required to carry out the Consulting Services for the road section/project and should have appropriate educational degree, relevant training and adequate years of experience in parcellary survey:

List of Staff	Parcellary Survey	
	Name of Project	
	No. of Staff	Man-Months
1. Project Engineer		
2. Sr. Geodetic Engineer		
3. Geodetic Engineer		
4. Researcher		
5. Cartographer		
6. Computer Aided Design (CAD) Operator/Draftsman		

#### B. CONTRACT PERIOD

The Consultant's contract period for undertaking the parcellary survey and the preparation of parcellary survey plans of the aforementioned project shall not be more than \_\_\_\_\_ ( ) months and the Consultant shall commence work within seven (7) days after receipt of Notice to Proceed.

**Submitted by:**

\_\_\_\_\_  
Head, Implementing Office

**Approved by:**

\_\_\_\_\_  
Chairman, BAC for Consulting Services

**TERMS OF REFERENCE  
FOR THE CONSULTANCY SERVICES  
FOR THE CONDUCT OF THE RIVER SURVEY  
(Topographic and Hydrographic)**

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(Name of Project)

**I.0 INTRODUCTION**

**A. BACKGROUND**

**B. OBJECTIVE**

To obtain the channel location, including the topography of its floodway and floodplain as well as channel cross sections and profile of the river bed and banks.

**C. PROJECT DESCRIPTION**

**II. 0 SCOPE OF SERVICES**

**A. GENERAL**

- 2.1 The Consultant shall be responsible for carrying out the necessary detailed topographic and hydrographic survey works and the preparation/submission of Survey Drawings/Plans, Reports and documents.
- 2.2 The Consultant shall provide all labor, instruments/equipment like Global Positioning System, Electronic Total Station and Automatic Level, calibrated by the Department of Environment and Natural Resources (DENR)-Land Management Bureau (LMB), materials, supplies, vehicles, and other facilities necessary to perform satisfactorily the survey works.
- 2.3 During the conduct of hydrographic and topographic surveys, the Consultant shall coordinate with the Implementing Office particularly on the surveys and investigations requirements stipulated in the DPWH Design Guidelines, Criteria and Standards, Volume I-Part I; Manual on Technical Requirements for Surveying and Requirements for Surveying and Investigation of Public Works and Highways Projects; Manual on Design of Flood Control and Sabo Engineering Center of the DPWH-JICA and all applicable provisions of existing laws, codes and Department Orders.
- 2.4 In the preparation of plans, the Consultant shall use Computer Aided Design (CAD) software. After completion of the survey works and preliminary design, all electronic files of reports, plans and other relevant documents shall be turned over by the Consultant to DPWH.

**B. THE SERVICES**

- 2.5 Topographic and Hydrographic Survey for Preliminary/Detailed Design

## Common Surveying and Mapping Requirements

Refer to Chapter II, Part I, Volume I, Survey and Investigation, DPWH Design Guidelines, Criteria and Standard; Manual on Technical Requirements for Surveying and Investigation of Public Works and Highways Projects; Chapter 3- Survey and Investigation Stage prepared by Project Management Office (PMO)- Flood Control and Sabo Engineering Center, DPWH and applicable provisions of existing laws, codes and Department Orders that include but are not limited to the following:

### **2.5.1 Establishment of Horizontal and Vertical Ground Controls**

#### a. Horizontal Ground Control

Horizontal ground controls shall be established within the acceptable location vicinity of subject river or tributaries, or in the vicinity of proposed structure sites using secondary traverse precision and accuracy. Existing Bureau of Lands Location Monuments (BLLM's), Municipal Boundary Monuments (MBM), Barrio Boundary Monuments (BBM) and triangulation stations within the project shall be made part of the project control. The horizontal ground controls shall be connected to the previously approved BLLM's and/or triangulation stations of higher orders established by the National Mapping and Resource Information Authority (NAMRIA), DENR.

#### GPS Survey

The horizontal control Global Positioning System (GPS) network in the project shall be tied to an existing national triangulation network established by the NAMRIA which is integrated to the Philippine Transverse Mercator (PTM) System. New GPS stations should be at least at every three (3) km interval along the acceptable location/vicinity of subject river and shall be marked with a concrete monument of dimension 40cm x 40cm x 100cm with a 10mm diameter by 100cm long steel bar embedded at the center of the monument with the following inscriptions:

GPS No.	Date established
Coordinates	
Elevation	
Name of Project	DPWH-(Name of River)

#### Primary Traverse

Primary traverse must be tied to a GPS station established in the project site/area. A primary traverse station shall be established using a concrete monument of dimensions 20cm x 20cm x 60cm with

10mm diameter, 60cm long steel bar embedded at the center of the monument with the following inscriptions:

Traverse Sta. No.	Date established
Coordinates	
Name of Project	DPWH-(Name of River)

b Vertical Ground Control

A vertical control system shall be established for the entire project which will be connected and referred to at least three (3) existing benchmarks (BM). All elevations shall be referred to a reference datum plane, either the Mean Sea Level (MSL) or the Mean Lower Low Water (MLLW) as established by the NAMRIA. In all cases, the datum plane shall be clearly indicated in the survey plans.

Benchmarks (BM)

Benchmark shall be established at every five hundred (500) meters and shall be marked by a concrete monument measuring 30cm x 30cm x 100cm long with a 10mm diameter steel bar by 100cm long embedded at the center of the monument with inscription as follows:

BM No.	Date established
Coordinates	
Elevation in meters	
Name of Project:	DPWH-(Name of River)

Intermediate Benchmarks (IBM)

Intermediate benchmarks (IBM) shall be established between BM at two hundred fifty (250) meter interval and shall be marked by a concrete monument measuring 20cm x 20cm x 60cm long, with a 10mm diameter steel bar by 60cm long embedded at the center of the monument with inscription as follows:

IBM No.	Date established
Elevation in meters	
Name of Project :	DPWH-(Name of River)

Vertical control leveling shall have the following Accuracy Requirements:

Specifications	2 <sup>nd</sup> Order Accuracy
No. of wires read	3
Allowable closing error of loops	8.4 mm sq.root of k
Instrument used	Precise

Where: k is distance or length of line in kilometers.

Line of levels shall begin and end on previously established first order benchmark. At least two benchmarks which have not changed their relative elevations must be recovered at each end of the line and at any intermediate functions of the line with previous levelling.

**Table 2.5 River Cross-Sectional Survey Interval**

<b>Activities</b>	<b>Width (m)</b>	<b>Plan and Profile Interval (m)</b>	<b>Cross-section Interval (m)</b>	<b>Distance interval of measurement along the cross-section (m)</b>
1. Cross Section	River width plus 100-500m beyond both banks	20	Straight and uniform river stretches - 100	Uniform riverbed formation - 10 to 20
			Minor bends - 50	Abrupt change of riverbed formation - 5 to 10
			Sharp bends - 20	Sounding points (max.) - 20
				Measurement points shall include the water edge (if any) and the deepest riverbed

c. Right-of-Way/Easement Limit

The Right-of-Way/Easement limit shall be based on The Philippines Water Code and the Implementing Rules and Regulations and to be identified/approved by the Implementing Office.

d. Right-of-Way Monumentation

The purposes for Right-of-Way/Easement monuments are the following:

1. For projects requiring ROW acquisitions and easements.
2. To document the existing/approved ROW limits.
3. For use as guide in the Pre-Construction/As-“Staked” survey
4. For use as guide in the installation of ROW Boundary Markers set by the DPWH Regional/District Offices concerned.

The installation/construction and payment of ROW/easement monuments shall be in accordance with the DPWH Standard Specifications under Item 602-Monuments, Markers and Guide Posts.

The right-of-way monuments shall be installed by the survey consultants in pairs along ROW/Easement limits and shall be properly defined and shown in the Topographic/Hydrographic Survey Plans and/or Right-of-Way Improvements and Parcellary Plans:

- 100m (approximately) intervals along straights
- 50m along minor bends
- 20m along sharp bends

The contractor shall be responsible for the re-installation of all ROW monuments including GPS, BMs, IBMs that were disturbed or destroyed during construction at their own expense.

### **2.5.2 Survey Operations and Preparation of Survey Plans>Returns**

- a. The survey operations shall commence not later than seven (7) calendar days from issuance of the Notice to Proceed and it shall be completed within the allocated time frame per Work Schedule.
- b. The conduct of topographic and hydrographic surveys and preparation of plans shall be undertaken/supervised by registered Geodetic Engineer.
- c. The Director concerned shall designate his authorized representative to oversee and evaluate the field and office works for compliance to the herein requirements and others to be stipulated as maybe required by the Director concerned. Any recommendations, corrections or alterations required by authorized representative on this subject survey works shall be complied accordingly. The right is reserved by this Office for work not consistent with the herein requirements and to incorporate other details deemed necessary but not embraced in the herein scope of work.
- d. The Consultant shall submit a weekly progress report to the Director concerned or his authorized representative stipulated among others, percentage of works completed and still to be completed, constraints or other problems encountered and solutions made/to be made in order to complete the work satisfactorily and as scheduled.
- e. The Consultant shall prepare the following plans as to quality of workmanship and conformity with the following requirements:

#### General Requirements

- Title Sheet
  - Title of Project
  - Layout showing the beginning and end of project
- Location Plan
  - Title of the Project
  - Location plan showing the adjoining Towns, Municipalities/Barangays
  - Vicinity Map

- General Notes including survey accuracy used
  - Legend and symbols
  - Index Map
  - Technical description of all controlling points
- Plans and Profile
    - Project area plotted in grid coordinates system and North arrow direction.
    - Matchline stationing in every sheet of plans
    - Indicate all topographic/physical features within the limits of survey area (one to five hundred meters beyond both banks)
    - Indicate ROW/Easement Limits
    - Contour lines with elevation in meters
    - Technical description of old and new established horizontal and vertical ground controls.
    - Name and location of natural and man-made features (rivers, bridges, etc.) box culverts, reinforced concrete pipes other waterways properly plotted with correct direction of water flow indicating the waterline elevation.
    - Land use classification such as rice field, coconut trees, etc.
    - Reference Points
    - Elements of Curve
    - GPS's at every 3kms, BM's at every 500m and IBM's at every 250m interval, respectively
    - Waiver drafted in every sheet of plans
    - Name, License number, signature and seal of Geodetic Engineer
    - Names of signatories/approving officials in every sheet of plans.
  - Cross-section
    - Cross sections shall be plotted by coordinates
    - Stationing for every cross section as indicated in the plans
    - Width of the cross-section shall be the width of the river plus one hundred (100) to five hundred (500) meters beyond both banks
    - Indicate actual channel configuration such as drainage canals, drainage structures, bridges and other hydraulic structures and waterways.
    - Indicate properties affected within the ROW/Easement limits (houses, fences, trees, etc.)
  - Others
    - Certification from the National Mapping and Resource Information Authority (NAMRIA), DENR of horizontal and vertical reference points.
    - Survey returns/computations

### **2.5.3 Submission and Approval of Survey Plans>Returns**

The end product of the survey shall be submitted to the Bureau of Design and/or concerned office for checking review and approval of plans (Refer D.O. No. 24, series of 2007, Amended Omnibus Levels of Authorities of Officials of DPWH, Annex "A", Item III-Design).

- a. One set of print copies (A-1 size) of the plans and cross sections including field books, survey returns, computations and other related documents for checking/review.
- b. Such plans and profile and cross sections shall be subjected to joint field verification by the representatives of the approving offices concerned together with the Consultants to check/verify the actual existing field condition of the project site (proposed alignment, drainage parameters, etc.), established horizontal/vertical ground control monuments, existing structures, etc. before the approval of the Director concerned as the case maybe in accordance with the approved delegation.
- c. Upon compliance of all the requirements mentioned above and/or other activities deemed necessary for the finalization of the plans, the Consultant may now submit one (1) set of A-1 size, mylar plans for approval together with the electronic files for reference.
- d. Upon approval of the plans, the Consultant shall reproduce seven (7) copies of the approved plans in A-3 size.
- e. Approved plans in A-1 size (mylar) and all field data/records, computations, electronic files, and other technical data furnished by the consultant shall remain as the properties of the DPWH which shall have the right to use them for any purpose in the future.

### **III. IMPLEMENTATION**

#### **A. Staffing**

The following experts/professionals and their support staff shall be required to carry out the Consultancy Services for the engineering survey services and shall have appropriate educational degree, relevant trainings and adequate/extensive experience in conducting river surveys:

<b>LIST OF STAFF</b>	<b>FOR THE CONSULTANCY SERVICES FOR THE CONDUCT OF THE RIVER SURVEY</b>	
	_____	
	(Name of Project)	
	<b>NO. OF STAFF</b>	<b>MAN-MONTH</b>
1. Project Manager		
2. Sr. Locating/Geodetic Engineer		
3. Sr. Drainage Engineer/ Sr. Hydrologist Engineer		
4. Geologist		
5. Sr. Materials Engineer/ Geotechnical Engineer		
6. Support Staff		

In order to facilitate the process of all the design review by Bureau of Design, the following activities shall be undertaken:

- Presentation to and discussion with the Implementing Office and Bureau of Design of Inception Report
- Clearance with Bureau of Design on the design criteria and specifications
- Presentation to and discussion with the Implementing Office and Bureau of Design of preliminary design
- Presentation to and discussion with Bureau of Design of the draft final design

Presentation of documents shall include computer programming/software.

#### **B. Design Review by the Bureau of Design (BOD) of the DPWH**

In order to facilitate the process of the design review by BOD, the following activities shall be undertaken:

- a. Presentation to and discussion with BOD of Inception Report
- b. Clearance with BOD regarding design criteria and specifications
- c. Presentation to and discussion with BOD of preliminary design
- d. Presentation to and discussion with BOD of the draft final design.

Presentation of documents shall include computer programming/ software.

**Submitted by:**

\_\_\_\_\_  
Head, Implementing Office

**APPROVED:**

\_\_\_\_\_  
Chairman, BAC for Consultancy Services

**TERMS OF REFERENCE  
FOR THE CONSULTANCY SERVICES  
FOR THE GEOTECHNICAL AND GEOLOGICAL SURVEYS/INVESTIGATIONS**

---

(Name of Project)

**I. INTRODUCTION**

**A. BACKGROUND**

**B. OBJECTIVE**

**C. PROJECT SCOPE**

**II. SCOPE OF SERVICES**

**A. GENERAL**

The Consultant shall coordinate with the Bureau of Design during the conduct of geotechnical and geological surveys and investigations along the entire alignment of each road section, specifically at locations with observed slope failures, tension cracks, landslide scars, and areas with settlement and subsidence and at sinking areas.

The Consultant shall identify areas with geological problems and difficulties, and water bearing stratum causing subsurface discharge, which could affect the stability of the roadway.

**B. THE SERVICES**

In general, the Consultant shall conduct the following:

**2.1 Geological Survey and Investigation**, consisting of, but not limited to the following:

- a. Collection of geological information such as aerial photographs, satellite imagery, relevant geological study reports, documents and maps for the project areas.
- b. Geological mapping of the existing ground formation along the project alignment specifically at slope disaster areas by conducting site ocular inspections.
- c. Geological survey for improvement/rehabilitation of project roads and bridges necessary for detailed engineering.
- d. Identification of materials source areas for borrow, aggregate and other materials necessary for the construction of the projects.

**2.2 Geotechnical Investigation**, consisting of, but not limited to the following:

- a. Detailed soil investigations shall be undertaken along the road alignment with the purpose of identifying types of sub-grade soils. This should not be confined to

the centerline and edge of the pavement only, but include side cut sections affected by widening or ROW.

- b. Auger boring and/or test pits, whichever is deemed appropriate, shall be carried out at the centerline (in the case of new alignment) and alternatively at both sides (for existing and paved road) at an interval of 250 m where traffic is greater than 300 vehicles per day or at 500 m where traffic is less. The maximum depth of exploration for areas of light cut/fill, and deemed not to pose special problems, shall be 1.50 m. below the proposed sub-grade. For sections where deep cuts are involved, e.g., large embankment crossing marshland or when subsurface information indicate presence of weak strata, the depth shall be extended based on the topography and nature of the subsoil.
- c. All pits and boreholes shall be properly logged and drawn in A1 size plans showing the thickness of each layer, the color, the type and visual description of each layer, depth below the surface, depth of water level (if encountered), etc. The following laboratory tests and analyses shall be made on the samples taken: Mechanical Analysis, Specific Gravity, Atterberg Limits, Moisture-Density Relationships, California Bearing Ratio (CBR), and Natural Moisture Content. Classification of soils shall be made in accordance with AASHTO M145.
- d. In-situ CBR tests should be carried out where overlays or rehabilitation is being proposed without reworking/re-compaction of any remaining pavement layers including the sub-grade layer. On the other hand, proposal for appropriate modulus of resilience ( $M_r$ ) testing plans complementing or replacing the CBR testing is preferable and would be an advantage.
- e. For structures, the Consultant shall conduct soil borings to prescribed depth at bridge abutments and piers in accordance with the DPWH Design Guidelines, Criteria and Standards (DGCS) and at areas affected by slope failures to determine ground and subsurface conditions at bridge sites and slope failure affected areas. Disturbed and undisturbed soil and rock samples obtained shall be subjected to physical and mechanical tests and soil mechanics analysis to include shear strength tests necessary for slope stability analysis. Geotechnical investigation may be carried out using inclinometers and piezometers, if necessary, at rock formation and mountainous sections and at areas where ground movement and/or settlement and subsidence, have been observed.
- f. Sources of construction materials shall be investigated and identified to determine the adequacy of suitable materials. Samples from identified sources shall be subjected to laboratory testing.
- g. At each proposed construction materials source, two (2) test pits shall be made and sufficient samples shall be taken for laboratory testing.

### **2.3 Soils and Materials Investigation**

Detailed soil investigation shall be carried out along the road alignment to identify the various soil types. Spacing and depth of test pits shall be in accordance with the DPWH DGCS requirements as specified in Table 1.

Sources of construction materials shall be investigated and identified to determine the adequacy of suitable materials. Samples from identified sources shall be subjected to laboratory testing.

<b>Table 1. GEOTECHNICAL REQUIREMENTS FOR DESIGN</b>		
<b>BORING REQUIREMENTS FOR EACH PROJECT CATEGORY</b>		
Type of Project	Spacing	Depth
<b>Highway Project</b> <ul style="list-style-type: none"> <li>• Existing Earth Road</li> <li>• Widening Existing Pavement</li> </ul>	<ul style="list-style-type: none"> <li>- 250m interval along the centerline if traffic is &gt;300 vehicles per day (VPD) 500m interval if traffic is &lt;300 VPD</li> <li>- boring and test pitting shall be located on the area of widening usually below the shoulder</li> <li>- 100m for swampy or marshy grounds</li> </ul>	<ul style="list-style-type: none"> <li>- 1.5m below the proposed subgrade (light cut and fill areas)</li> <li>- 1.5m along the centerline</li> <li>- 2.0 m along centerline (new roads)</li> </ul>
<b>Bridge Project</b> <ul style="list-style-type: none"> <li>• Multi- Span Bridges</li> </ul>	<ul style="list-style-type: none"> <li>- 1 deep drilling for each abutment and pier, and SPT at every 1.5 m depth</li> </ul>	<ul style="list-style-type: none"> <li>- 20.0m minimum in order soil unless rock is encountered at a shallower depth and boring should reach 3m into bedrock</li> </ul>
<b>Flood Control and Drainage for Dam Flood Dikes and Revetment if any</b> <ul style="list-style-type: none"> <li>• For dams and other retention structures</li> <li>• For high embankment</li> </ul>	<ul style="list-style-type: none"> <li>- Boring shall be made across the valley at the axis, at the downstream and upstream toe of the dam, at all appurtenant structures (spillway, diversion tunnel, etc.) along access roads and in quarries or borrow areas. Preliminary boring shall be spaced 60 m over foundation areas and 30m intermediate borings along centerline. Boring shall be made at location of cutoff and critical spots in abutment.</li> <li>- 3 to 5 borings for stability problem along the line in</li> </ul>	<ul style="list-style-type: none"> <li>- Depth of boring shall be ½ times the base width of earth dams or 1 to ½ times the height of small concrete dams in relatively homogenous foundations. It shall be terminated after penetration of 3m hard or impervious strata.</li> <li>- Depth shall be ½ to ¼ times the horizontal length of side</li> </ul>

	critical transverse direction shall be made to establish geological x-section for stability analysis. Number of geological cross sections shall depend on the extent of the stability problem.	slope in relatively homogenous foundation.
<ul style="list-style-type: none"> <li>• For active slide</li> <li>• For regular or soft strata</li> <li>• For homogenous strata</li> </ul>	<ul style="list-style-type: none"> <li>- at least 1 boring shall be made</li> <li>- 100 m to 200m interval</li> <li>- 600m to 1 km interval</li> </ul>	<ul style="list-style-type: none"> <li>- Borings should reach hard materials.</li> </ul>

### **III. IMPLEMENTATION**

#### **A. STAFFING**

#### **3.1 Preparation and Submission of Reports**

##### **3.1.1 Monthly Progress Report (MPR)**

During the period of the contract, the Consultant shall prepare Monthly Progress Report (MPR) in a form to be approved by the DPWH qualified representative and submit them to DPWH-Bureau of Design on the 25<sup>th</sup> day of each reporting month.

The MPR shall consist and/or discuss, but shall not be limited to the following:

- a. Overall summary of accomplishment
- b. Core drilling progress
- c. Laboratory tests accomplishment
- d. Schedule of work
- e. List of equipment used
- f. Organizational chart
- g. Detailed progress of charts

##### **3.1.2 Partial Reports on Investigation Results**

The Consultant is required to submit partial reports consisting of completed results of boring in the form of a final boring log and soil profile for immediate use in the preliminary design work.

##### **3.1.3 Final Report**

The Consultant shall prepare the final report in \_\_\_\_ bound copies. It shall include, but not be limited to the following:

- a. Field Investigation and Methodology
- b. Borehole Drilling and Sampling
- c. Laboratory Testing
- d. Regional Geology
- e. Vicinity Maps in scale of 1:50,000
- f. Final Boring Logs (BL)
- g. Final Laboratory Test Results (FLTR)
- h. Borehole Location Plan in scale of 1:250
- i. Soil Profile along structures showing boring/drillings logs
- j. Recommendations if called for, such as type of proposed countermeasures/ structures to address geological/geotechnical problems and foundation type.

#### 3.1.4 Other data to be submitted

- a. Boring logs
  - Job, boring, hole number, date, time, boring/drilling foreman and supervisor
  - Weather condition
  - Depth of water level
  - Method of penetration and flushing system
  - Description of soil strata encountered
  - Depth of soil boundaries
  - Size, type and depth of samples and sample number
  - Type and depth of in situ test
  - Standard Penetration Tests Resistance, ‘N’ values
  - Detailed notes on boring/drilling procedure, casing sizes and resistance to driving, description of washwater or spoil from boring/drilling tools
  - Depth of boring
  - Other relevant information such as RQD, percent core recovery, etc.
- b. Photographs
 

Photographs showing the borehole drilling and sampling at each proposed sites shall be taken by the Consultant and form part of the report. The photographs to be taken shall depict the following:

  - Equipment used
  - Core drilling operation
  - Water level measurements
  - Performance of SPT sampling
  - All cores and SPT sample placed in core boxes
  - Date photographs were taken
  - Location or station
- c. The sub-surface soil exploration works including laboratory tests shall be completed within time frame upon receipt of the Notice to Proceed.

## **B. DURATION OF CONSULTANCY SERVICES**

The Consultant’s contract period for undertaking the river survey shall not be more than \_\_\_ months and the Consultant shall commence work within seven (7) days after receipt of Notice to Proceed (NTP)

**C. ASSISTANCE TO BE PROVIDED BY THE CLIENT**

In connection with the tasks of the Consultant that require inputs and assistance from other government agencies as well as local NGO's, members of the Congress and officials of the regional/provincial branches of national government agencies, the DPWH shall ensure that the Consultant has access to all relevant information necessary to the performance of the above services. The Consultant is expected to provide office space and equipment and all other resources necessary for completing the services.

**D. DESIGN REVIEW BY THE BUREAU OF DESIGN (BOD) OF THE DPWH.**

**Submitted by:**

\_\_\_\_\_  
Head, Implementing Office

**APPROVED:**

\_\_\_\_\_  
Chairman, BAC for Consulting Services

**DPWH PROCUREMENT MANUAL**  
**VOLUME III – CONSULTING SERVICES**  
**ANNEX IIIB - STANDARD BIDDING FORMS FOR CONSULTING SERVICES**  
**TABLE OF CONTENTS**

FORM NO.	NAME OF FORM	TO BE ACCOMPLISHED BY	
		PROCURING ENTITY	BIDDER
DPWH-CONSL-01	Project Procurement Management Plan (PPMP)	X	
DPWH-CONSL-02	Annual Procurement Plan (APP)	X	
DPWH-CONSL-03	Request for Expression of Interest	X	
DPWH-CONSL-04	Checklist of Eligibility Requirements	X	
DPWH-CONSL-05	Expression of Interest (EOI)		X
DPWH-CONSL-06(TPF2A)	Experience on Completed Projects		X
DPWH-CONSL-07(TPF2B)	Experience on On-Going Projects		X
DPWH-CONSL-08	Joint Venture Agreement (JVA)		X
DPWH-CONSL-09	Eligibility Check Form	X	X
DPWH-CONSL-10	Notice of Eligibility	X	
DPWH-CONSL-11	Notice of Ineligibility	X	
DPWH-CONSL-12	Shortlisting Rating Sheet (by BAC)	X	
DPWH-CONSL-13	Shortlisting Worksheet	X	
DPWH-CONSL-14	Shortlisting Rating Sheet (by Firm)	X	
DPWH-CONSL-15	Shortlisting Rating Sheet (Summary)	X	
DPWH-CONSL-16	Notice of Short List and Request for Proposals	X	
DPWH-CONSL-17	Notice of Non-Inclusion in Short List	X	
DPWH-CONSL-18	Resolution on Short List	X	
DPWH-CONSL-19	Amendment of BDs	X	
DPWH-CONSL-20	Clarification of BDs	X	
DPWH-CONSL-21	Bid Bulletin	X	
DPWH-CONSL-22(TPF1)	Technical Proposal Submission Form		X
DPWH-CONSL-23(TPF3)	Comments on TOR and Data, Services and Facilities to be provided by the Entity		X
DPWH-CONSL-24(TPF4)	Approach, Methodology and Work Plan		X
DPWH-CONSL-25(TPF5)	Organizational Chart, Team Composition and Tasks		X
DPWH-CONSL-26(TPF6)	Curriculum Vitae of Key Personnel		X
DPWH-CONSL-27(TPF7)	Time Schedule of Professional Personnel		X
DPWH-CONSL-28(TPF8)	Activity (Work) Schedule		X
DPWH-CONSL-29	Omnibus Sworn Statement		X
DPWH-CONSL-30(FPF1)	Financial Proposal Submission Form		X
DPWH-CONSL-31(FPF2)	Summary of Costs		X
DPWH-CONSL-32(FPF3)	Breakdown of Price for the Project		X
DPWH-CONSL-33(FPF4)	Breakdown of Remuneration for the Project		X
DPWH-CONSL-34(FPF5)	Reimbursables by Activity		X
DPWH-CONSL-35	Preliminary Examination of Bids	X	
DPWH-CONSL-36	Technical Proposal Evaluation Work Sheet	X	
DPWH-CONSL-37	Notice of Bid Evaluation Failure	X	
DPWH-CONSL-38	Resolution Recommending Highest Rated Bidder, QBE	X	
DPWH-CONSL-39	Invitation to Negotiate, QBE	X	
DPWH-CONSL-40	Invitation to Opening of Financial Proposals, QCBE	X	

FORM NO.	NAME OF FORM	TO BE ACCOMPLISHED BY	
		PROCURING ENTITY	BIDDER
DPWH-CONSL-41	Combined Technical and Financial Scores and Ranking	X	
DPWH-CONSL-42	Resoln Recommending Highest Rated Bidder, QCBE	X	
DPWH-CONSL-43	Post-Qualification	X	
DPWH-CONSL-44	Notice of Post-Qualification	X	
DPWH-CONSL-45	Notice of Post-Disqualification	X	
DPWH-CONSL-46	Resolution Recommending Highest Rated Responsive Bidder, QBE	X	
DPWH-CONSL-47	Resolution Recommending Highest Rated Responsive Bidder, QCBE	X	
DPWH-CONSL-48	Notice of Award (NOA)	X	
DPWH-CONSL-49	Notice to Losing Bidders	X	
DPWH-CONSL-50	Notice to Proceed (NTP)	X	
DPWH-CONSL-51	Resolution Recommending Failure of Bidding	X	
DPWH-CONSL-52	Form of Contract Agreement	X	X

**Department of Public Works and Highways**

**Procurement/Contract ID:**

**Contract Name:**

**Contract Location:**

-----  
Name of Procuring Entity

Address

**INDICATIVE/FINAL PROJECT PROCUREMENT MANAGEMENT PLAN  
FOR CONSULTING SERVICES**

1. Brief Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

2. Approved Budget for the Contract: Php \_\_\_\_\_

3. Readiness of the Contract for Procurement:

3.1 Availability of Fund: NEP/GAA Year \_\_\_\_\_ PPA \_\_\_\_\_ Amount \_\_\_\_\_

3.2 Completed Bidding Documents: Yes \_\_\_\_\_ No \_\_\_\_\_

4. Contract Implementation Schedule

4.1 Contract Duration: \_\_\_\_\_ calendar days

4.2 Target Start Date of Contract: \_\_\_\_\_

4.3 Target Completion Date of Contract: \_\_\_\_\_

5. Proposed Procurement Method: Public Bidding \_\_\_\_\_ Others (Specify) \_\_\_\_\_

6. Procurement Schedule:

Activity	Date		No. of cal. days
	From	To	
6.1 Preparation of Bidding Documents			
6.2 Pre-Procurement Conference			
6.3 Advertisement of REOI			
6.4 Eligibility Check			
6.5 Shortlisting			
6.6 Issuance of Request for Proposals			
6.7 Pre-Bid Conference			
6.8 Receipt and Opening of Bids			
6.9 Evaluation of Bids			
6.10 Negotiation			
6.11 Post-Qualification			
6.12 Award of Contract			

7. Contract Processing:

Activity	Date		No. of cal. days
	From	To	
7.1 Perfection and Signing of Contract			
7.2 Approval of Contract			
7.3 Notice to Proceed			

Prepared by:

Evaluated by:

Name and Signature of Head  
of Implementing Unit

Name and Signature of Head  
of Budget Office

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Department of Public Works and Highways

Contract ID:

Contract Name:

Contract Location:

---

*[Name of Procuring Entity]*  
*[Address]*

**REQUEST FOR EXPRESSION OF INTEREST (REOI)  
FOR *[Insert name of Project]***

1. *Select one of the two following paragraphs and delete the other depending on the Funding Source:*

*a) If the Funding Source is GOP:*

The *[insert name of Procuring Entity]*, through the *[insert source of funding and year]*<sup>1</sup> intends to apply the sum of *[insert the amount allocated for the contract]* being the Approved Budget for the Contract (ABC) to payments under the contract for *[insert name/no. of contract]*. Bids received in excess of the ABC shall be automatically rejected at the opening of the Financial Proposals.

*b) If the Funding Source is a foreign government/foreign or international financing institution:*

The Government of the Philippines (GOP) *[has received/has applied for/intends to apply for]* a *[Loan/Credit/Grant]* from the *[state the foreign government/foreign or international financing institution,]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[Loan/Credit/Grant]* to payments under the contract for *[insert name/no. of contract]*.

2. The *[insert name of the Procuring Entity]* now calls for the submission of eligibility documents for *[insert brief description of services to be procured]*<sup>2</sup>. Interested consultants must submit their Eligibility Documents on or before *[insert date and time of the opening of Eligibility Documents]* at *[insert address for place of submission]*. Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion.
3. The BAC shall draw up the short list of consultants from those who have submitted *[Expressions of Interest and Eligibility Documents]* and have been determined as eligible in accordance with the provisions of Republic Act (RA) No. 9184 , otherwise known as the “Government Procurement Reform Act,” and its Implementing Rules and Regulations (IRR).

---

<sup>1</sup>State General Appropriations Act (GAA) for Year \_\_\_\_ and/or Multi-Year Obligational Authority (MYOA).

<sup>2</sup>Provide a brief description of the TOR of the Consulting Services, including outputs/deliverables, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

## Department of Public Works and Highways

**Contract ID:**

**Contract Name:**

**Contract Location:**

The short list shall consist of *[insert number of short list allowed]*<sup>3</sup> prospective bidders who will be entitled to submit bids. The criteria and rating system for short listing are:

*[Insert here a general statement on the criteria and rating system to be used for the short listing]*

4. **Select one of the two following paragraphs, and delete the other depending on the Funding Source:**

**a) If the Funding Source is GOP:**

Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the IRR of RA 9184.

***In addition, select one of the two following paragraphs and delete the other depending on the existence of the condition under Section 24.3.3 of the IRR of RA 9184:***

***(i) Select this paragraph if Filipino consultants have sufficient expertise and capability to render the services required under the project:*** Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

***(ii) Select this paragraph if Filipino consultants do not have sufficient expertise and capability to render the services required under the project:*** Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.

**b) If the Funding Source is a foreign government/foreign or international financing institution:**

Bidding will be conducted in accordance with relevant procedures for open competitive bidding as specified in the IRR of RA 9184 with some amendments, as stated in the Bidding Documents and is open to all bidders from eligible source countries as defined in the applicable guidelines of the *[state the foreign government/foreign international financing institution concerned]*.

5. The Procuring Entity shall evaluate bids using the *[indicate if Quality Based Evaluation/Selection (QBE/QBS), Quality-Cost Based Evaluation/Selection (QCBE/QCBS), Fixed Budget Selection, or Least-Cost Selection]* procedure. *[In case QCBE is used, insert the following sentence here: The Technical and Financial Proposals shall have weights of [insert weights], respectively.]*. The criteria and rating system for the evaluation of bids are provided in the Instructions to Bidders.

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<sup>3</sup>For World Bank financed contracts, the short list should be six (6) Consultants.

## Department of Public Works and Highways

**Contract ID:**

**Contract Name:**

**Contract Location:**

6. The contract shall be completed within *[insert the expected contract duration in days or months]*.
7. *Insert the following three paragraphs if the Procuring Entity will adopt Electronic Bidding, pursuant to GPPB Resolution No. 13-2013:*

*As stipulated in Section 8.2.4.3 of the Implementing Rules and Regulations of RA 9184, "the PhilGEPS may support the implementation of e-Bid submission processes, which includes creation of electronic bid forms, creation of bid box, delivery of bid submissions, notification to supplier of receipt of bids, bid receiving and electronic bid evaluation. This facility shall cover all types of procurement for goods, infrastructure projects and consulting services."*

*E-Bid submission shall be conducted wherein bidders shall submit their bids electronically through the PhilGEPS. Manual submission of bids shall not be allowed. This notwithstanding, bidders who submit e-bids shall be required to submit hard copies of the documents submitted electronically for purposes of validation and/or verification during the electronic opening in the event the BAC encounters technical problems or difficulty in opening e-bids. For this purpose, bidders shall register as Platinum Members in the Government-Official Merchants Registry (OMR). In addition, bidders who have purchased the Bidding Documents for this project shall be tagged as pilot users of the e-Bidding.*

*Registered e-bidding pilot users can download the original copy of the bidding documents including the electronic bid response form, submit and modify bids online, submit queries online and monitor the progress of bidding online.*

8. The *[insert name of the Procuring Entity]* reserves the right to reject any and all bids, annul the bidding process, or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

*[Insert name of officer]*

*[Insert name of office]*

*[Insert postal address] and/or [Insert street address]*

*[Insert telephone number, indicate city code]*

*[Insert contact's email address]*

*[Insert facsimile number]*

*[Date Issued]*

---

*[Insert Name and Signature of the BAC  
Chairperson or the Authorized  
Representative of the BAC Chairperson]*

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

*[Procuring Entity]*

*[Address]*

**Date:** \_\_\_\_\_

**CHECK LIST OF REQUIRED ELIGIBILITY DOCUMENTS**

<b>DOCUMENT</b>	
Expression of Interest (EOI) and Application for Eligibility	
<b>Class "A" Documents</b>	
<b>Legal Documents</b>	
Registration Certificate from SEC/DTI/CDA or any proof or registration as stated in the Bidding Documents	
Mayor's Business Permit	
Tax Clearance	
<b>Technical Documents</b>	
Statement of Completed Projects	
Statement of On-Going Projects	
Statement of the Consultant specifying its nationality and confirming that those who will actually perform the services are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions.	
<b>Financial Documents</b>	
Consultant's Audited Financial Statements, showing the Consultant's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) year from the date of bid submission.	
<b>Class "B" Documents</b>	
Joint Venture Agreement (JVA) or statement from all potential joint venture partners that they will enter into and abide by the provisions of the JVA in case the bid is successful.	

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

---

**EXPRESSION OF INTEREST (EOI)**

*[Insert Letterhead of Bidder]*

*[Date]*

*[Name of Chairman of BAC]*

*[Designation]*

*[Name of DPWH Procuring Entity]*

*[Address]*

Dear Sir / Madame:

In response to your Request for Expression of Interest (REOI) for the *[insert Project Name]* which was advertised/posted at the *[Name of newspaper and/or websites of DPWH and PhilGEPS]* on *[insert date]*, we hereby submit this Expression of Interest (EOI) to participate in the said bidding.

We, therefore, likewise submit the attached required Eligibility Documents for the Project.

If found eligible and subsequently shortlisted for the Project by your Bids and Awards Committee, we commit to submit a bid for the Project.

Very truly yours,

*(Name of the Bidder's representative)*

*(Designation)*

*(Name of Bidder)*

Received by the BAC Secretariat:

*[Name and designation of receiving official]*

Date: \_\_\_\_\_

Department of Public Works and Highways  
 Name of Procuring Entity:  
 Address:  
 Contract ID:  
 Contract Name:  
 Contract Location:

**TECHNICAL ASPECTS : EXPERIENCE ON COMPLETED PROJECTS, GOVERNMENT AND PRIVATE**

NAME OF CONSULTANT:

AS OF :

Name and Location of Project	Project Category	Client	Date of Award of Contract	Type of Consulting Services	Project Cost (Cost of Services only of your firm)	Project Duration		Consultants Role and Specific Services
						Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	
								e.g., traffic surveys
								soil investigations

**Attachments:**

1. Certificate of Completion
2. Notice of Award
3. Notice to Proceed
4. Joint Venture or Association Agreement

**Project Category:**

1. Roads
2. Bridges/Viaducts
3. Flood Control
4. Water Supply
5. Buildings
6. Ports
7. Airports
8. Interchanges
9. Shore Protection
10. Others - Pls indicate

**Type of Consulting Services**

1. Advisory and Review Services
2. Pre-Investment of Feasibility Studies
3. Design
4. Construction Supervision
5. Management and Related Services
6. Others - Pls indicate



**Department of Public Works and Highways**

**Contract ID:**  
**Contract Name:**  
**Contract Location:**

---

**JOINT VENTURE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT exclusively for the abovementioned Contract is entered into by and between:

*[insert name and address of Consultant A], represented herein by its [insert name and position of representative authorized under attached Resolution of \_\_\_\_\_]*

-and-

*[insert name and address of Consultant B], represented herein by its [insert name and position of representative authorized under attached Resolution of \_\_\_\_\_];*

That the Parties hereby enter into this Joint Venture Agreement for the abovementioned Contract of the *[insert Name of the Procuring Entity]*, by joining together their resources, equipment, and other facilities and services needed to participate in the Eligibility Screening, Bidding and Undertaking of the said Contract;

That the nationalities and shares of each Party to this Agreement is as follows:

	<u>Nationality</u>	<u>Share</u>
Consultant A	<i>[insert nationality]</i>	<i>[insert %]</i>
Consultant B	<i>[insert nationality]</i>	<i>[insert %]</i>

That the Parties agree that *[insert name]* and/or *[insert name]* shall be the official Authorized Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding for the abovementioned Contract as fully and effectively as the Joint Venture may do and if personally present with full power of substitution and revocation; and

That this Joint Venture Agreement shall remain in effect only for the abovestated Contract until terminated by both Parties;

Done this \_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

Authorized Representative

Authorized Representative

Firm A

Firm B

**ELIGIBILITY CHECK**

Contract ID: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract Location: \_\_\_\_\_

Consultant: \_\_\_\_\_

**A. Presence of Required Eligibility Documents**

**Class "A" Documents**

**LEGAL DOCUMENTS**

- 1. DTI, SEC or CDA Registration, or any proof of such registration as stated in the Bidding Documents. ( ) Passed ( ) Failed
- 2. Mayor's Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, valid until: \_\_\_\_\_ ( ) Passed ( ) Failed
- 3. Tax clearance per Executive Order 398, series of 2008, as finally reviewed and approved by the BIR. ( ) Passed ( ) Failed

**TECHNICAL DOCUMENTS**

- 1. Statement of all on-going and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period as provided in the bidding documents, and all information required therein. ( ) Passed ( ) Failed
- 2. Statement specifying consultant's nationality and confirming that those who will actually perform the services are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions, including their respective curriculum vitae. ( ) Passed ( ) Failed

**FINANCIAL DOCUMENT**

- 1. Audited Financial Statement, showing, among others, the consultant's total and current assets and liabilities, stamped "Received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission. ( ) Passed ( ) Failed

**Class "B" Documents**

- 1. Valid JVA, in case a joint venture is already in existence. ( ) Passed ( ) Failed
- 2. In the absence of a JVA, duly notarized statements from all the potential joint venture partners that they will enter into and abide by the provisions of the JVA in the instance the bid is successful, shall be included in the bid. ( ) Passed ( ) Failed

**Note:** Any missing document in the above-mentioned checklist is a ground for ineligibility.

**B. Compliance with Legal and Regulatory Requirements**

- Complies with requirements for Filipino citizen/partnership/corporation/cooperative/JV ( ) Passed ( ) Failed
- Complies with regulation for regulated professions. ( ) Passed ( ) Failed

**Overall Rating:** ( ) Eligible ( ) Ineligible

**BAC FOR CONSULTANCY SERVICES**

(Name)  
(Designation)  
Chairman

(Name)  
(Designation)  
Vice - Chairman

(Name)  
(Designation)  
Member

(Name)  
(Designation)  
Member

(Name)  
(Designation)  
Member

Department of Public Works and Highways

Contract ID:

Contract Name:

Contract Location:

---

*[Name of Procuring Entity]*

*[Address]*

**NOTICE OF ELIGIBILITY**

*[Date]*

*[Name and Address of Consultant]*

Dear *[Consultant]*:

Based on the Eligibility Check of the bidders for the *[insert Name of Contract]* that we conducted on *[insert date]*, we are pleased to inform you that you are **eligible**.

We are now conducting the shortlisting of eligible bidders. We shall inform you of its results as soon as possible.

Very truly yours,

*[Name]*

*[Designation]*

Chairman, BAC for Consulting Services

Received by *(Name of Firm)*

\_\_\_\_\_  
*[Signature over Printed Name of the Representative]*

Date \_\_\_\_\_

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

*[Name of Procuring Entity]*

*[Address]*

**NOTICE OF INELIGIBILITY**

*[Date]*

*[Name of Consultant]*

*[Address of Consultant]*

Dear Sir / Madame:

Based on the Eligibility Check of bidders for the abovementioned Contract that we conducted on *[insert date]*, we regret to inform you that you have been found ineligible on the following grounds:

- a. \_\_\_\_\_.
- b. \_\_\_\_\_.
- .
- .
- n. \_\_\_\_\_.

*[Insert the following if the ground for ineligibility is a violation of the provisions of RA 9184 and/or its IRR: "With regard to the ground indicated in item x above, please show cause why you should not be subjected to appropriate sanctions for violation of Section xxx]*

Very truly yours,

*[Name]*

*[Designation]*

Chairman, BAC for Consulting Services

Received by the Bidder:

*[Name and designation]*

Date \_\_\_\_\_



**Department of Public Works and Highways**

**Name of Procuring Entity:**

**Address:**

**Contract ID:**

**Contract Name:**

**Contract Location:**

**SHORTLISTING OF CONSULTANTS**

**Name of Consultant:**

**Name of Rater:**

**Criteria**

*a. Experience of the Firm - maximum of 35 points*

Cost of Completed Similar Contract as % of ABC of Contract to be Procured	Points (Score)

*b. Qualifications of Key Personnel - maximum of 40 points*

Position	Weight	Education	Experience	Wtd Score
PM	60%	10	30	24
Chief Engineer	40%	10	30	16
				0
				0
				0
			Total Score	40

*c. Job Capacity - maximum of 25 points*

No. of Tech Personnel		Workload		Total Score
No. as % of ABC	Points	Ongoing Contracts	Points	
				0

**Total Technical Rating of Consultant:** 40

**Department of Public Works and Highways**

*[Name and Address of Procuring Entity]*

**Contract ID:**

**Contract Name:**

**Contract Location:**

**RATING OF EACH CONSULTANT FOR SHORTLISTING**

Consultant:

Date of Rating:

Passing Score:

	BAC MEMBER #1	BAC MEMBER #2	BAC MEMBER #3	BAC MEMBER #4	BAC MEMBER #5	AVERAGE
I Experience of the Firm (35 pts max)	30.00	25.00	32.00	35.00	29.00	<b>30.20</b>
II. Qualifications of Key Personnel (40 pts max)						
III. Job Capacity (25 pts max)						
<b>TOTAL</b>						

**BIDS AND AWARDS COMMITTEE (BAC) FOR CONSULTANCY SERVICES**

*(NAME)*  
*(Designation)*  
*Chairman*

*(NAME)*  
*(Designation)*  
*Vice Chairman*

*(NAME)*  
*(Designation)*  
*Member*

*(NAME)*  
*(Designation)*  
*Member*

*(NAME)*  
*(Designation)*  
*Provisional Member*

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

*[Name of Procuring Entity]*  
*[Address]*

**SUMMARY OF RATINGS FOR SHORTLISTING**

Date:

Passing Score:

	Criterion	Bidder A	Bidder B	Bidder C	Bidder D	Bidder E
I.	Experience of the Firm (35 pts max)					
II.	Qualifications of Personnel (40 pts max)					
III.	Job Capacity (25 pts max)					
	Total Rating					

**BIDS AND AWARDS COMMITTEE (BAC) FOR CONSULTANCY SERVICES**

*[NAME]*  
*[Designation]*  
Chairman, BAC for Consulting Services

*[NAME]*  
*[Designation]*  
Vice Chairman

*[NAME]*  
*[Designation]*  
Member

*[NAME]*  
*[Designation]*  
Member

*[NAME]*  
*[Designation]*  
Provisional Member

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location: Nation wide**

---

*Department of Public Works and Highways  
[Office Address]*

**NOTICE OF SHORT LIST AND REQUEST FOR PROPOSALS (RFP)**

*[Date]*

*[Name and Address of Consultant]*

Dear *[Addressee]*:

Subject: *[Name of Consultancy Project]*

Based on our evaluation of eligible bidders for the *[insert Name of Contract]*, please be informed that you have been included in the shortlist of consultants for the said Contract.

The following is the complete shortlist:

- 1. Name of the Shortlisted Bidder*
- 2. Name of the Shortlisted Bidder*
- .*
- n. Name of the Shortlisted Bidder*

We now issue this Request for Proposals (RFP) for you to provide the following Consulting Services: *[insert short description of the scope of services]*. More details on the Services are provided in the Terms of Reference (TOR) included in the Bidding Documents for the Contract.

You may purchase the Bidding Documents for this Contract for a fee of *[insert amount]* at *[insert address]* starting on *[insert date]*. You may also download the Bidding Documents from the websites of the DPWH at [www.dpwh.gov.ph](http://www.dpwh.gov.ph) and the PhilGEPs at [www.philgeps.gov.ph](http://www.philgeps.gov.ph), and shall pay the fee for these Documents upon submission of your bid.

We shall select the Consultant from the short list in accordance with the *[insert evaluation system]* procedure as described in the Bidding Documents.

Very truly yours,

*[Name]*

*[Designation]*

Chairman, BAC for Consulting Services

Received by *[Name of Consultant]*

---

*[Signature over Printed Name of Representative]*

Date \_\_\_\_\_

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

---

*[Name of Procuring Entity]  
[Address]*

**NOTICE OF NON-INCLUSION IN THE SHORT LIST**

*[Date]*

*[Name of Bidder]  
[Address of Bidder]*

Dear Sir / Madame:

Based on our evaluation of eligible bidders for the abovementioned Contract, please be informed that you have not been included in the short list of consultants for the said Contract.

The following is the complete short list:

1. *Name of Shortlisted Bidder/s*
- 2.
- 3.
- .
- n.        n.

We look forward to your participation in the bidding for our future projects.

Very truly yours,

*[Name]*  
*[Designation]*  
Chairman, BAC for Consulting Services

Received by *[Name of Consultant]*

\_\_\_\_\_  
*[Signature over Printed Name of Representative]*

Date \_\_\_\_\_

**Department of Public Works and Highways**

**Contract ID:**  
**Contract Name:**  
**Contract Location:**

---

*[Name of Procuring Entity]*  
*[Address]*

**RESOLUTION NO. *[insert number]***

**RECOMMENDING APPROVAL OF THE SHORT LIST OF CONSULTANTS FOR  
CONSULTING SERVICES FOR THE *[insert Name of Contract]***

**WHEREAS**, the Department of Public Works and Highways (DPWH) advertised the Request for Expression of Interest (REOI) for the *[insert Name of Contract]* in the *[insert date of publication]* issue of the *[insert name of newspaper]* and posted the same in the DPWH and PhilGEPS websites starting on *[insert date]*, and in a conspicuous place in the premises of the Procuring Entity continuously for 7 days;

**WHEREAS**, during the Pre-Procurement Conference on *[insert date]*, this Bids and Awards Committee (BAC) for Consulting Services approved the recommendation of the *[insert name of Implementing Office]* to adopt the *[select either Quality Based Evaluation (QBE) or Quality-Cost Based Evaluation (QCBE)]* procedure for this procurement;

**WHEREAS**, in response to the REOI, *[insert number]* consultants submitted their Expressions of Interest (EOIs) together with their Eligibility Documents;

**WHEREAS**, after our Eligibility Check of the consultants on *[insert date]* in accordance with the Bidding Documents pursuant to Section 24 of the Implementing Rules and Regulation (IRR) of RA 9184, we found *[insert number]* consultants as eligible;

**WHEREAS**, after our evaluation of the Eligibility Documents from the eligible consultants in accordance with the Bidding Documents pursuant to Section 24 of the IRR of RA 9184, we deliberated on the results of the evaluation on *[insert date]* and declared the following consultants - with their respective Total Ratings which are all above the required Passing Rating of *[insert number]* - to comprise the short list for the abovementioned Contract:

Name of Consultant	Total Rating

**NOW, THEREFORE**, We, the Members of the Bids and Awards Committee, hereby **RESOLVE** as it is hereby **RESOLVED**:

- a. To declare the following eligible consultants, who obtained ratings of *[insert number]* or more, as those comprising the short list for the *[insert Name of Contract]*:

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

<b>Name of Consultant</b>

- b. To recommend to the *[insert designation of the Head of Procuring Entity]*, for approval, the abovementioned short list for *[insert Name of Contract]*.

**DONE**, this *[insert date]* in *[insert place]*.

**BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES**

*Name and Designation*  
*Chairman, BAC*

*Name and Designation*  
*Member, BAC*

**APPROVED:**

*[Name and Designation of Head of Procuring Entity]*

Date: \_\_\_\_\_

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

---

*[Name of Procuring Entity]  
[Address]*

**AMENDMENT NO. *[insert number]*  
*[Date]***

We are issuing this Amendment No. *[insert number]* to modify or amend certain provisions of the Bidding Documents for the abovementioned Contract, as follows:

*[Insert previous provision of the Bidding Documents.]*

*[Insert modified/amended provision under this Amendment.]*

This Amendment No. *[insert number]* shall form an integral part of the Bidding Documents for the said Contract.

All other provisions of the Bidding Documents not amended by this and previous Amendments remain the same.

*[Name]*

*[Designation]*

Chairman, BAC for Consulting Services

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

-----

*Name of the Procuring Entity*

*Address*

**SUPPLEMENTAL BULLETIN NO. \_\_\_\_**

**Subject: \_\_\_\_\_**

This Supplemental Bulletin No. \_\_\_\_ is issued to amend provisions in the Bidding Documents (BDs) for the abovestated Contract, as follows:

<b>Current Provision of BDs (including Previous Amendments)</b>	<b>Amended Provision of BDs under this Supplemental Bulletin</b>

This Supplemental Bulletin shall form an integral part of the said Bidding Documents.

For the guidance and information of all concerned.

*Name and Signature*

BAC Chairman

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

-----

Name of the Procuring Entity  
Address

**BID BULLETIN NO. \_\_\_\_**

**Subject: \_\_\_\_\_**

*Select either or both of the following two paragraphs:*

This Bid Bulletin No. \_\_\_\_ is issued in response to queries/requests for clarification on the Bidding Documents for the abovementioned Contract, as follows:

Bidders' Query or Request for Clarification	BAC's Response

*Or*

This Bid Bulletin No. \_\_\_\_ is issued for the following purpose(s) *(at the initiative of the BAC)*:

*Insert announcement, e.g., clarification of a specific Section of the Bidding Documents.*

\_\_\_\_\_

\_\_\_\_\_

This Bid Bulletin shall form an integral part of the said Bidding Documents.

For the guidance and information of all concerned.

Name and Signature

BAC Chairman

Received by the Bidder:

Name and Signature of Bidder's Representative

Position

Date received \_\_\_\_\_

## DPWH-CONSL-TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

---

*[Letterhead of Bidder]*

*[Date]*

*[Name of Chairman of BAC]*

*[Designation]*

*[Name of DPWH Procuring Entity]*

*[Office Address]*

Dear Sir / Madame:

Subject: Technical Proposal Submission

We, the undersigned, offer to provide the consulting services for *[insert Name 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.

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 Clause 51 of the General Conditions of Contract (GCC) which is part of the Bidding Documents for this Project, 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 remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**DPWH-CONSL-23(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.

**DPWH-CONSL-24(TPF 4). DESCRIPTION OF THE APPROACH, METHODOLOGY  
AND WORK PLAN FOR PERFORMING THE PROJECT**

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**DPWH-CONSL-25(TPF 5). ORGANIZATIONAL CHART, TEAM COMPOSITION AND TASKS FOR THE PROJECT**

---

*Insert Organizational Chart for the Project.*

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
Name	Position	Task

**DPWH-CONSL-26(TPF 6). CURRICULUM VITAE (CV) OF PROPOSED  
PROFESSIONAL STAFF**

---

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Philippine Professional Regulatory Commission (PRC) License No. \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

**Key Qualifications:**

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

\_\_\_\_\_

**Education:**

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

Degree Courses:

<b>Degree</b>	<b>Major/Specialization</b>	<b>Institution</b>	<b>Dates Attended</b>

Training:

<b>Course</b>	<b>Conducted by</b>	<b>Start Date</b>	<b>End Date</b>	<b>No. of Hours</b>
---------------	---------------------	-------------------	-----------------	---------------------


**Employment Record:**

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

**Service Record:**

Start Date	End Date	Organization	Position

**Projects:**

Project Name and Location	Project Cost	Designation	Services Rendered	Start Date	End Date	Client

**Languages:**

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

**Certification:**

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

I commit to assume the post of [insert position] for the [insert name of project] and provide the services required of me under the Technical Proposal.

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

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## DPWH-CONSL-27(TPF 7). TIME SCHEDULE OF PROFESSIONAL PERSONNEL

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

Full-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_  
 Location \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_  
 (Authorized representative)

Full Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

## DPWH-CONSL-28(TPF 8). ACTIVITY (WORK) SCHEDULE

### A. Field Investigation and Study Items

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

### B. Completion and Submission of Deliverables/Reports

Deliverables/Reports <i>Example</i>	Date
1. <i>Inception Report</i>	
2. <i>Interim Report</i>	
3. <i>Monthly Progress Reports:</i> (a) <i>First</i> (b) <i>Second</i> ... <i>(n)</i>	
4. <i>Draft Final Report</i>	
5. <i>Final Report</i>	

Department of Public Works and Highways

Contract ID:

Contract Name:

Location of the Contract:

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OMNIBUS SWORN STATEMENT  
AS REQUIRED BY RA 9184-IRR SECTION 25.2b)iv)

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

**AFFIDAVIT**

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

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

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

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

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

*If a sole proprietorship:* As the owner and sole proprietor or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity][insert "as shown in the attached duly notarized Special Power of Attorney" for the 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 the [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 Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

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

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

-----

**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/Implementing 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//Implementing Unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

8. [Name of Bidder] 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) Make 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]; and

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

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

\_\_\_\_\_  
[Bidder's Representative/Authorized Signatory]

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

-----

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is personally known to me and was 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 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 \_\_\_\_.

## DPWH-CONSL-30(FPF 1). FINANCIAL PROPOSAL SUBMISSION FORM

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*[[Letterhead of Bidder]*

*[Date]*

*[Name of Chairman of BAC]*

*[Designation]*

*[Name of DPWH Procuring Entity]*

*[Office Address]*

Dear Sir / Madame:

Subject: Financial Proposal Submission

We, the undersigned, offer to provide the consulting services for *[insert Name of Consultancy Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*.

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., *[insert date]*.

In accordance with Clause 51 of the General Conditions of Contract (GCC) which is part of the Bidding Documents for this Project, 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), 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, the applicable guidelines for the procurement rules of the Funding Source, 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:

DPWH-CONSL-30(FPF1)

## DPWH-CONSL-31(FPF 2). SUMMARY OF COSTS

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Item	Cost (PhP)
Remuneration	
Reimbursables	
Subtotal	
VAT (12% of Remuneration)	
Contingency -5% of Subtotal (without VAT) vat	
Total Amount of Financial Proposal	

**DPWH-CONSL-32(FPF 3). BREAKDOWN OF PRICE FOR THE PROJECT**

Item	Amount (PhP)
<u>Remuneration:</u>  <u>Key Technical Staff:</u> _____. _____. _____.  <u>Support Technical Staff:</u> _____. _____. _____.  <u>Administrative Staff:</u> _____. _____. _____.  <u>Reimbursables:</u>  _____. _____. _____.  Total	

**DPWH-CONSL-33(FPF 4). BREAKDOWN OF REMUNERATIONS FOR THE PROJECT**

---

Names	Position	Input <sup>1</sup>	Remuneration Rate	Amount
Key Technical Staff				
Support Technical Staff				
Administrative Staff				
Total				<hr/>

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<sup>1</sup> Staff months, days, or hours as appropriate.

**DPWH-CONSL-34(FPF 5). REIMBURSABLES PER ACTIVITY**

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

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

<sup>1</sup> Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.

CONTRACT ID: \_\_\_\_\_  
 CONTRACT NAME: \_\_\_\_\_  
 CONTRACT LOCATION: \_\_\_\_\_  
 BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_

**CHECKLIST OF TECHNICAL REQUIREMENTS**

**TECHNICAL ENVELOPE:**

**APPROVED BUDGET FOR THE CONTRACT (ABC)**

**P**

**REQUIRED BID SECURITY:**

**Form of Bid Security**

- |  |                    |   |      |
|--|--------------------|---|------|
| a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.   | 2% of the ABC or   | P | 0.00 |
| b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | 2% of the ABC or   | P | 0.00 |
| 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.   | 5% of the ABC or   | P | 0.00 |
| d. Bid Securing Declaration  | No amount required |   |      |

**Validity Period:** *[insert required number] calendar days from bids opening]* \_\_\_\_\_

**BID SECURITY SUBMITTED:**

Form: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Number: \_\_\_\_\_  
 Official Receipt No.: \_\_\_\_\_  
 Validity Period: \_\_\_\_\_  
 Amount: \_\_\_\_\_

- |  |                          |        |                          |        |
|--|--------------------------|--------|--------------------------|--------|
| 1. Bid Security in the prescribed form, amount and validity period.  | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| 2. Organizational Chart for the contract to be bid.  | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| 3. List of completed and on-going projects.  | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| 4. Approach, work plan and schedule.   | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| 5. List of Personnel to be assigned to the contract to be bid, with their complete qualification and experience data.  | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| 6. A sworn statement by the prospective bidder or its duly authorized representative in the form prescribed by the GPPB as to the following:   |                          |        |                          |        |
| a. It is not "blacklisted" or barred from bidding by the GOP or any of the agencies, offices, corporations, or LGUs including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB.   | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| b. 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 are true and correct.   | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| c. It is authorizing the Head of the Procuring Entity or his duly authorized representative/s to verify all the documents submitted.   | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| d. The signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding with the duly notarized Secretary's Certificate attesting to such fact, if the prospective bidder is a corporation, partnership, cooperative, or joint venture. | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| e. It complies with the disclosure provision under Section 47 of the Act in relation to other provisions of RA 3019.   | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| f. It complies with the responsibilities of the prospective or eligible bidder provided in the PBDs.   | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| g. It complies with existing labor laws and standards.   | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| h. It is aware of and has undertaken the following responsibilities as a Bidder: (1) carefully examine all Bidding Documents; (2) acknowledge all conditions affecting the implementation of the Contract; (3) make an estimate of facilities available and needed for the Contract; and (4) inquire or secure Supplemental/Bid Bulletin issued for the Contract.                                      | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |
| i. It complies with the prohibition against payment of commissions/fees.   | <input type="checkbox"/> | Passed | <input type="checkbox"/> | Failed |

Note: Any missing document in the above-mentioned checklist is a ground for rejection of the bid.

**Findings:**  Passed  Failed

**BAC FOR CONSULTING SERVICES**

*[Name]*  
*[Designation]*  
 Chairman

*[Name]*  
*[Designation]*  
 Vice - Chairman

*[Name]*  
*[Designation]*  
 Member

*[Name]*  
*[Designation]*  
 Provisional Member

**Department of Public Works and Highways**

**Name of Procuring Entity:**

**Address:**

**Contract ID:**

**Contract Name:**

**Contract Location:**

**RATING OF TECHNICAL PROPOSALS**

**Name of Consultant:**

**Name of Rater:**

**Criteria**

***a. Experience of the Firm - maximum of 10 points***

Cost of Completed Projs as % of ABC	Rating	Mark appropriate range	Total Rating
50% or more	10		
40% to <50%	7	x	7
30% to <40%	4		
<30%	0		

***b. Qualifications of Key Personnel - maximum of 70 points***

Position	Weight	Education	Experience	Wtd Score
PM	60%	20	50	42
Chief Engineer	40%	20	50	28
				0
				0
				0
			Total Score	70

***c. Methodology - maximum of 20 points***

Technical Approach and Methodology	Work Plan and Personnel Orgn	Total Score

**Total Technical Rating of Consultant:**

#REF!

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

---

*[Name of Procuring Entity]  
[Address]*

**RESULTS OF BID EVALUATION USING QCBE**

*[Date]*

*[Name of Shortlisted Bidder]*

*[Position]*

*[Address of Bidder]*

Dear Sir/Madame:

Based on our evaluation of the Technical Proposals of the shortlisted consultants for the abovementioned Contract using the Quality-Cost Based Evaluation (QCBE) procedure, your Technical Proposal did not meet the required Minimum Technical Rating.

Thus, with this notice, we are returning your Financial Proposal unopened.

Thank you and we look forward to your participation in the bidding of our future projects.

Very truly yours,

*Name of BAC Chairman*

Chairman, BAC for Consulting Services

Received by the Bidder:

\_\_\_\_\_  
*[Signature over Printed Name of the Representative]*

Date: \_\_\_\_\_

Department of Public Works and Highways

Contract ID:

Contract Name:

Contract Location:

---

*[Name of Procuring Entity]*  
*[Address]*

RESOLUTION NO. *[insert number]*

**DECLARING THE BIDDER WITH THE HIGHEST RATED BID (HRB) FOR THE CONSULTING SERVICES FOR THE *[insert Name of the Contract]* UNDER THE QUALITY-BASED EVALUATION SYSTEM, AND RECOMMENDING THE APPROVAL BY THE HEAD OF THE PROCURING ENTITY OF SUCH DECLARATION AND THE COMMENCEMENT OF NEGOTIATIONS WITH THE SAID BIDDER**

**WHEREAS**, the Department of Public Works and Highways (DPWH) advertised the Request for Expressions of Interest (REOI) for the *[insert Name of Contract]* in the *[insert date of publication]* issue of the *[insert name of newspaper]* and posted the same in the DPWH and PhilGEPS websites starting on *[insert date]* and in a conspicuous place in the premises of the Procuring Entity continuously for 7 days;

**WHEREAS**, during the Pre-Procurement Conference on *[insert date]*, this Bids and Awards Committee (BAC) for Consulting Services approved the recommendation of the *[insert name of Implementing Office]* to adopt the Quality Based Evaluation (QBE) procedure for this procurement and to adopt short list of *[insert number]* of consultants;

**WHEREAS**, in response to the REOI, *[insert number]* consultants submitted their Expressions of Interest (EOI) together with their Eligibility Documents;

**WHEREAS**, after our Eligibility Check of the consultants on *[insert date]* in accordance with the Bidding Documents pursuant to Section 24 of the Implementing Rules and Regulation (IRR) of RA 9184, we found *[insert number]* consultants as eligible;

**WHEREAS**, after our evaluation of the Eligibility Documents from the eligible consultants in accordance with the Bidding Documents pursuant to Section 24 of the IRR of RA 9184, we recommended a short list comprised of the following *[insert number]* consultants under our BAC Resolution No. *[insert number]* which was approved by the *[Name of Head of Procuring Entity]* on *[insert date]*:

1. *Name of shortlisted consultant*
2. *Name of shortlisted consultant*
3. *Name of shortlisted consultant*
- .
- n.*

**WHEREAS**, *[insert number]* of those in the short list submitted bids on or before the set deadline of *[insert date]*;

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

**WHEREAS**, during the opening of bids on *[insert date]*, *[insert number]* out of the *[insert number]* submitted bids passed the preliminary examination of bids;

**WHEREAS**, based on our detailed evaluation of the Technical Proposals that passed the preliminary examination of bids, conducted from *[insert date]* to *[insert date]*, we arrived at the following Technical Ratings of the Proposals, indicating those that passed or failed the required Minimum Technical Rating of *[insert number]*, and the ranks of those that so passed:

<b>Consultant</b>	<b>Technical Rating</b>	<b>Passed/Failed Required Minimum Tech. Rating</b>	<b>Rank of Passed Proposals</b>

**WHEREAS**, from the resulting Technical Ratings and ranks of the consultants as shown above, *[insert name of consultant]* obtained the Highest Rated Bid.

**NOW, THEREFORE**, We, the Members of the Bids and Awards Committee (BAC), hereby **RESOLVE**, as it is hereby **RESOLVED**:

- a. To declare *[insert name of Bidder]* as the Bidder with the Highest Rated (HRB) for the abovementioned Contract; and
- b. To recommend to the *[insert designation of the Head of Procuring Entity]*, for approval, the BAC declaration of the said Bidder with the HRB and the opening of the Financial Proposal and negotiations with the same Bidder in accordance with the Bidding Documents pursuant to Section 33 of RA 9184-IRR.

**DONE**, this *[insert date]* in *[insert place]*.

**BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES**

*Name and Designation*  
*Chairman, BAC*

*Name and Designation*  
*Member, BAC*

*Name and Designation*  
*Member, BAC*

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

*Name and Designation  
Member, BAC*

*Name and Designation  
Member, BAC*

APPROVED:

*[Name and Designation of Head of Procuring Entity]*

Date: \_\_\_\_\_

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

---

*[Name of Procuring Entity]  
[Address]*

**INVITATION TO NEGOTIATE (QBE)**

*[Date]*

*[Name of Bidder]  
[Address of Bidder]*

Dear Sir / Madame:

Based on our evaluation of the Technical Proposals of the shortlisted consultants for the abovementioned Contract using the Quality-Based Evaluation (QBE) procedure, we are pleased to inform you that your Technical Proposal has been declared as the Bidder with the Highest Rated Bid.

Consequently, we would like to invite you for the opening of your Financial Proposal and commencement of negotiations on *[insert date and time]* at *(insert venue)*.

The negotiations shall cover the following:

*[Insert items to be covered].*

Thank you and we look forward to the meeting.

Very truly yours

*[Name]*  
*[Designation]*  
Chairman, BAC for Consulting Services

Received by the Bidder with HRB:

\_\_\_\_\_  
*[Signature over Printed Name of the Representative]*  
Date \_\_\_\_\_

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

---

*[Name of Procuring Entity]*

*[Address]*

**OPENING OF FINANCIAL PROPOSALS UNDER QCBE**

*[Date]*

*[Name of Shortlisted Bidder]*

*[Position]*

*[Address of Bidder]*

Dear Sir/Madame:

Based on our evaluation of the Technical Proposals for the abovementioned Contract from the shortlisted consultants using the Quality-Cost Based Evaluation (QCBE) procedure, please be informed that your Proposal has passed the required Minimum Technical Rating.

This being the case, we would like to invite you to the opening of all Financial Proposalsthat have passed the required Minimum Technical Rating on*[insert date and time]*at*[insert venue]*.

Very truly yours,

*[Name]*

*[Designation]*

Chairman, BAC for Consulting Services

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

*[Name of Procuring Entity]*  
*[Address]*

**COMBINED TECHNICAL AND FINANCIAL SCORES AND RANKING**

Date of Technical Proposal Opening: \_\_\_\_\_

Date of Financial Proposal Opening: \_\_\_\_\_

Name of Consultant	Cost of Financial Proposal	Financial Score	Technical Score	Weighted Financial Score	Weighted Technical Score	Total Score	Rank
Col. (1)	Col. (2)	Col. (3)	Col. (4)	Col. (5)	Col. (6)	Col. (7)	Col. (8)

**BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES**

*[Name]*  
*[Designation]*  
Chairman

*[Name]*  
*[Designation]*  
Member

*[Name]*  
*[Designation]*  
Member

*[Name]*  
*[Designation]*  
Member

*[Name]*  
*[Designation]*  
Member

Department of Public Works and Highways

Contract ID:

Contract Name:

Contract Location:

---

*[Name of Procuring Entity]*  
*[Address]*

**RESOLUTION NO. *[insert number]***

**DECLARING THE BIDDER WITH THE HIGHEST RATED BID (HRB) FOR THE CONSULTING SERVICES FOR THE *[insert Name of Contract]* USING THE QUALITY-COST BASED EVALUATION (QCBE) PROCEDURE, AND RECOMMENDING TO THE HEAD OF THE PROCURING ENTITY THE APPROVAL OF SUCH DECLARATION**

**WHEREAS**, the Department of Public Works and Highways (DPWH) advertised the Request for Expression of Interest (REOI) for the *[insert Name of Contract]* in the *[insert date of publication]* issue of the *[insert name of newspaper]* and posted the same in the DPWH and PhilGEPS websites starting on *[insert date]*, and in a conspicuous place in the premises of the Procuring Entity continuously for 7 days;

**WHEREAS**, during the Pre-Procurement Conference on *[insert date]*, this Bids and Awards Committee (BAC) for Consulting Services approved the recommendation of the *[insert name of Implementing Office]* to adopt the Quality-Cost Based Evaluation (QCBE) procedure for this procurement;

**WHEREAS**, in response to the REOI, *[insert number]* consultants submitted their Expressions of Interest (EOIs) together with their Eligibility Documents;

**WHEREAS**, after our Eligibility Check of the consultants on *[insert date]* in accordance with the Bidding Documents pursuant to Section 24 of the Implementing Rules and Regulation (IRR) of RA 9184, we found *[insert number]* consultants as eligible;

**WHEREAS**, after our evaluation of the Eligibility Documents from the eligible consultants in accordance with the Bidding Documents pursuant to Section 24 of the IRR of RA 9184, we recommended a short list comprised of the following *[insert number]* consultants under our BAC Resolution No. *[insert number]* which was approved by the *[Name of Head of Procuring Entity]* on *[insert date]*:

1. *Name of shortlisted consultant*
2. *Name of shortlisted consultant*
3. *Name of shortlisted consultant*
- .
- n. *Name of shortlisted consultant*

**WHEREAS**, *[insert number]* of those in the short list submitted bids on or before the set deadline of *[insert date]*;

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

**WHEREAS**, during the opening of bids on *[insert date]*, *[insert number]* out of the *[insert number]* submitted bids passed the preliminary examination of bids;

**WHEREAS**, based on our detailed evaluation of the Technical Proposals that passed the preliminary examination of bids, conducted from *[insert date]* to *[insert date]*, we arrived at the following Technical Ratings of the Proposals, indicating those that passed or failed the required Minimum Technical Rating of *[insert number]*:

Consultant	Technical Rating	Passed/Failed Required Minimum Tech. Rating

**WHEREAS**, based on our evaluation of the Financial Proposals of the consultants that passed the required Minimum Technical Rating, the following are the Financial Bid amounts:

Consultant	Bid Amount As Read	Bid Amount As Corrected	% Variance from ABC

**WHEREAS**, the Financial and Technical Ratings of each consultant were then combined, using the weights of *[insert weights of Technical and Financial Proposals]* and rating procedure defined in the Bidding Documents, resulting in the following Weighted Total Ratings or Scores and ranks of the consultants:

Consultant	Technical Rating (Score)	Weighted Tech. Rating	Financial Rating	Weighted Fin. Rating	Weighted Total Rating	Rank

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

**WHEREAS**, from the evaluation shown above, *[insert name of consultant]* obtained the highest Weighted Total Rating and, thus, the highest rank and, consequently, is considered as the Bidder with the Highest Rated Bid for the Contract;

**NOW, THEREFORE**, We, the Members of the Bids and Awards Committee, hereby **RESOLVE**, as it is hereby **RESOLVED**:

- a. To declare *[insert name of Bidder]* as the Bidder with the Highest Rated Bid (HRB) for the *[insert name of Contract]* at a Contract Cost of *[insert Bid amount as corrected]*; and
- b. To recommend to the *[insert designation of the Head of Procuring Entity]*, for approval, the BAC declaration of the said Bidder with the HRB.

**DONE**, this *[insert date]* in *[insert place]*.

**BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES**

*Name and Designation*  
*Chairman, BAC*

*Name and Designation*  
*Member, BAC*

**APPROVED:**

*[Name and Designation of Head of Procuring Entity]*

Date: \_\_\_\_\_

**Department of Public Works and Highways**

*[Name of Procuring Entity]*

*[Address]*

**Contract ID:**

**Contract Name:**

**Contract Location:**

**CHECKLIST FOR POSTQUALIFICATION**

**BIDDER:**

**LEGAL DOCUMENTS**

- ( ) Passed ( ) Failed 1. DTI, SEC or CDA Registration, or any proof of such registration as stated in the Bidding documents. --- - SEC Reg. ; DTI No. ;
- ( ) Passed ( ) Failed 2. Mayor's Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
- ( ) Passed ( ) Failed 3 Latest income and business tax returns
- ( ) Passed ( ) Failed 4. Certificate of PhilGEPS Reg. No.:

**TECHNICAL DOCUMENTS**

- ( ) Passed ( ) Failed 1. Bid Security:  
- Form - \_\_\_\_\_  
- Validity Period: ; Amount:
- ( ) Passed ( ) Failed 2 Bidder's stated competence and experience, and competence and experience of bidder's key personnel to be assigned to the project.

Note: Any missing document in the above-mentioned checklist is a ground for rejection of the bid.

**Findings:** ( ) Passed ( ) Failed

**BAC for Consulting Services**

*[Name]*  
*[Designation]*  
Chairman

*[Name]*  
*[Designation]*  
Vice Chairman

*[Name]*  
*[Designation]*  
Member

*[Name]*  
*[Designation]*  
Member

*[Name]*  
*[Designation]*  
Member

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

---

*[Name of Procuring Entity]*  
*[Address]*

**NOTICE OF POST-QUALIFICATION AND HRRB**

*[Date]*

*[Name of Post-Qualified Bidder]*  
*[Address of Bidder]*

Dear Sir / Madame:

After determining your bid as the Highest Rated Bid for the *[insert Name of Contract]* and after conducting the post-qualification of your firm, involving the examination, validation and verification of the eligibility, technical and financial requirements that you have submitted for the bidding for this Contract, we are pleased to inform you that you have passed the post-qualification and, therefore, consider your bid as the Highest Rated Responsive Bid for the said Contract.

Upon the approval of this finding by the *[Designation of the Head of Procuring Entity]*, we will issue the Notice of Award to you.

Very truly yours,

*[Name]*  
*[Designation]*  
Chairman, BAC for Consulting Services

Received by *[Name of Firm]*

\_\_\_\_\_  
*[Signature over Printed Name of the Representative]*

Date: \_\_\_\_\_

Department of Public Works and Highways

Contract ID:

Contract Name:

Contract Location:

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*[Name of Procuring Entity]*  
*[Address]*

**NOTICE OF POST-DISQUALIFICATION**

*[Date]*

*[Name of Bidder]*  
*[Address of Bidder]*

Dear Sir / Madame:

Based on our examination, validation and verification of the eligibility, technical and financial documents that you have submitted for the bidding of the *[insert name of Contract]* of the Department of Public Works and Highways, your bid failed to pass the post-qualification on the following grounds:

*[Insert grounds of disqualification]*

We look forward to your participation in the bidding for our future projects

Very truly yours,

*[Name]*  
*[Designation]*  
Chairman, BAC for Consulting Services

Received by *[Name of Firm]*

\_\_\_\_\_  
*[Signature over Printed Name of the Representative]*

Date: \_\_\_\_\_

Department of Public Works and Highways

Contract ID:

Contract Name:

Contract Location:

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*[Name of Procuring Entity]*

*[Address]*

**RESOLUTION NO. *[insert number]***

**DECLARING THE BIDDER WITH THE HIGHEST RATED RESPONSIVE BID (HRRB) FOR THE CONSULTING SERVICES FOR THE *[insert Name of Contract]* UNDER THE QUALITY-BASED EVALUATION SYSTEM AND RECOMMENDING THE AWARD THERETO**

**WHEREAS**, the Department of Public Works and Highways (DPWH), thru this Procuring Entity, is procuring the abovementioned Contract using the Quality Based Evaluation (QBE) system in accordance with the provisions of Republic Act (RA) No. 9184 and its Implementing Rules and Regulations (IRR);

**WHEREAS**, the procurement of the said Contract has undergone the required process provided in RA 9184-IRR, and the *[insert the name and designation of the Head the Procuring Entity]* approved on *[insert date]* the attached Resolution No. *[insert number]* of this Bids and Awards Committee (BAC) recommending the declaration of *[insert name of Consultant]* as the Bidder with the Highest Rated Bid (HRB);

**WHEREAS**, the BAC successfully conducted its negotiations with the Bidder with the HRB on *[insert start and completion dates of negotiations]* in accordance with the provisions of Section 33.5 of RA 9184-IRR, resulting in a Total Contract Cost of *[insert amount in words and figures]* which is *[insert percentage]* below the Approved Budget for the Contract (ABC); and

**WHEREAS**, the Bidder with the HRB passed the post-qualification conducted by the BAC on *[insert start and completion dates of post-qualification]* in accordance with the provisions of Section 34 of RA 9184-IRR;

**NOW, THEREFORE**, We, the Members of the Bids and Awards Committee, hereby **RESOLVE**, as it is hereby **RESOLVED**:

- a. To declare *[insert name of Bidder]* as the Bidder with the Highest Rated Responsive Bid (HRRB) for the abovementioned Contract; and
- b. To recommend to the *[insert designation of the Head of Procuring Entity]*, for approval, the award of the said Contract to *[insert name of Bidder]* as the Bidder with the HRRB at a Total Contract Cost of *[insert amount in words and figures]*.

**DONE**, this *[insert date]* in *[insert place]*.

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

**BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES**

*Name and Designation*

Chairman, BAC

*Name and Designation*

Member, BAC

**Department of Public Works and Highways**

**Contract ID:**  
**Contract Name:**  
**Contract Location:**

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*[Name of Procuring Entity]*  
*[Address]*

**RESOLUTION NO. *[insert number]***

**DECLARING THE BIDDER WITH THE HIGHEST RATED RESPONSIVE BID (HRRB) FOR THE CONSULTING SERVICES FOR THE *[insert Name of Contract]* UNDER THE QUALITY-COST BASED EVALUATION SYSTEM AND RECOMMENDING THE AWARD THERETO**

**WHEREAS**, the Department of Public Works and Highways (DPWH), thru this Procuring Entity, is procuring the abovementioned Contract using the Quality-Cost Based Evaluation (QCBE) system in accordance with the provisions of Republic Act (RA) No. 9184 and its Implementing Rules and Regulations (IRR);

**WHEREAS**, the procurement of the said Contract has undergone the required process provided in RA 9184-IRR, and the *[insert the name and designation of the Head the Procuring Entity]* approved on *[insert date]* the attached Resolution No. *[insert number]* of this Bids and Awards Committee (BAC) recommending the declaration of *[insert name of Consultant]* as the Bidder with the Highest Rated Bid (HRB) at a Total Contract Cost of *[insert amount in words and figures]*; and

**WHEREAS**, the Bidder with the HRB passed the post-qualification conducted by the BAC on *[insert start and completion dates of post-qualification]* in accordance with the provisions of Section 34 of RA 9184-IRR;

**NOW, THEREFORE**, We, the Members of the Bids and Awards Committee, hereby **RESOLVE**, as it is hereby **RESOLVED**:

- a. To declare *[insert name of Bidder]* as the Bidder with the Highest Rated Responsive Bid (HRRB) for the abovementioned Contract at a Total Contract Cost of *[insert amount in words and figures]*; and
- b. To recommend to the *[insert designation of the Head of Procuring Entity]*, for approval, the award of the said Contract to *[insert name of Bidder]* as the Bidder with the HRRB at the said Total Contract Cost of *[insert amount in words and figures]*.

**DONE**, this *[insert date]* in *[insert place]*.

**BIDS AND AWARDS COMMITTEE FOR COSULTANCY SERVICES**

*Name and Designation*  
*Chairman, BAC*

*Name and Designation*  
*Member, BAC*

*Name and Designation*  
*Member, BAC*

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

*Name and Designation*

*Member, BAC*

*Name and Designation*

*Member, BAC*

APPROVED:

*[Name and Designation of Head of Procuring Entity]*

Date: \_\_\_\_\_

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

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*[Name of Procuring Entity]  
[Address]*

**NOTICE OF AWARD**

*[Date]*

*[Name of Bidder]  
[Address of the Bidder]*

Dear Sir / Madame:

We are issuing to you, as the Bidder with the Highest Rated Responsive Bid, this Notice of Award for Consulting Services for the *[insert Name of Contract]* at a total Contract Cost of *[insert amount in words and figures]*.

You are, therefore, required, within ten (10) days from your receipt of this Notice of Award, to submit to us the following documents as conditions for the signing of the Contract:

- a. This Notice of Award with your signed “conforme” (Annex “A”)
- b. Performance Security in accordance with Section 31 of the Instructions to Bidder under the Bidding Documents (Annex “B”)
- c. Submission of the valid Joint Venture Agreement, if applicable (Annex “C”).

You are also required, within the said ten (10) days, to formally sign the Contract Agreement.

Your failure to comply with these requirements shall constitute a sufficient ground for the cancellation of this award and the forfeiture of your Bid Security.

Please coordinate with the *[insert name of Implementing Office]* for the abovementioned requirements.

Very truly yours,

*[Head of the Procuring Entity]  
[Designation]*

Conforme:

*[Name of Consultant]*

\_\_\_\_\_  
*[Signature over Printed Name of Representative]*

Date: \_\_\_\_\_

Department of Public Works and Highways

**Contract ID:**

**Contract Name:**

**Contract Location:**

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*[Name of Procuring Entity]  
[Address]*

**NOTIFICATION OF BIDDING RESULTS**

*[Date]*

*[Name of Bidder]  
[Address of Bidder]*

Dear Sir / Madame:

We would like to inform you that the *[insert name of Contract]* has been awarded to a competing consultant, *[insert name of winning bidder]*, at a Contract Cost of *[insert amount]*.

We look forward to your participation in the bidding of our other projects.

Very truly yours,

*[Name of the Head of Procuring Entity]  
[Designation]*

Received by the Bidder:

\_\_\_\_\_  
*[Signature over Printed Name of Representative]*

Date: \_\_\_\_\_

Department of Public Works and Highways

Contract ID:

Contract Name:

Contract Location:

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*[Name of Procuring Entity]*  
*[Address]*

**NOTICE TO PROCEED**

*[Date]*

*[Name of Bidder]*  
*[Address of Bidder]*

Dear Sir / Madame:

Since the attached Contract Agreement having been approved, we are issuing to you this Notice to Proceed with the Consulting Services for the *[insert name of Contract]* which shall be effective on the date of your receipt of this Notice.

You shall perform the Services under this Contract in accordance with the provisions of the Contract Agreement and its Annexes, including the Conditions of Contract, Terms of Reference, and your Technical and Financial Proposals as accepted by us.

Please acknowledge receipt and acceptance of this Notice by signing both copies thereof in the space provided below. Keep one copy and return the other to us.

Very truly yours,

*[Head of Implementing Unit]*  
*[Designation]*

I acknowledge receipt of this Notice on: \_\_\_\_\_ (date)\_\_\_\_\_.

Name and Designation of Bidder's Representative: \_\_\_\_\_

Authorized Signature of Bidder's Representative: \_\_\_\_\_

Department of Public Works and Highways

Contract ID:

Contract Name:

Contract Location:

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[Name of Procuring Entity]

[Address]

RESOLUTION NO. *[insert number]*

DECLARING A FAILURE IN THE BIDDING FOR CONSULTING SERVICES FOR THE *[insert Name of Contract]*

**WHEREAS**, the Department of Public Works and Highways (DPWH), thru this Procuring Entity, is procuring the abovementioned Contract using the *[select either one: Quality Based Evaluation (QBE) system or Quality-Cost Based Evaluation (QCBE) system]* in accordance with the provisions of Republic Act (RA) No. 9184 and its Implementing Rules and Regulations (IRR);

**WHEREAS**, in response to the Request for Expression of Interest (REOI) advertised/posted by this Bids and Awards Committee *[select whichever one or combination of the following is applicable]*:

- a. *[Insert number]* consultants submitted their Expressions of Interest (EOI) and Eligibility Documents.
- b. Of the latter, *[insert number]* consultants were found eligible this Bids and Awards Committee (BAC).
- c. Of the latter, *[insert number]* consultants submitted bids.
- d. Of the latter, *[insert number]* consultants submitted complying bids.
- e. Of the latter, the Highest Rated Bid (HRB) failed to pass the post-qualification, and all of the next HRBs successively also failed the post-qualification.
- f. The Highest Rated Responsive Bid (HRRB) refused, without justifiable cause, to accept the award of the contract and, thus, no award was made.

**WHEREAS**, in accordance with Section 35 of RA 9184-IRR, considering the above circumstances, there is a failure in the bidding for this contract on the following grounds *[select whichever one or combination of the following is applicable]*:

- a. *No EOIs were received.*
- b. *Of those that submitted EOIs, none was found eligible by this Bids and Awards Committee (BAC).*
- c. *Of those that were found eligible by the BAC, no one submitted a bid.*
- d. *Of those that submitted bids, no one was found to submit a complying bid.*
- e. *Of those that submitted complying bids, the Highest Rated Bid (HRB) failed the post-qualification, and all of the next HRBs successively failed the post-qualification, doo.*
- f. *The Highest Rated Responsive Bid (HRRB) refuses, without justifiable cause, to accept the award of the contract, and no award was made.*

**Department of Public Works and Highways**

**Contract ID:**

**Contract Name:**

**Contract Location:**

**NOW, THEREFORE,** We, the Members of the Bids and Awards Committee (BAC), hereby **RESOLVE:**

- a. to declare the Bidding for the *[insert the name of the Contract]* a failure; and
- b. to recommend approval by the *[Designation of Head of Procuring Entity]* of the said declaration by the BAC of the failure of the Bidding for the *[insert the name of the Contract]*.
- c. to recommend to the *[Designation of Head of Procuring Entity]* to instruct the *[Head of the Implementing Unit]* to review the Terms of Reference, Approved Budget for the Contract, and other Bidding Documents, and prepare for the rebidding of the contract.

**DONE,** this *[insert date]* in *[insert place]*.

**BIDS AND AWARDS COMMITTEE FOR COSULTANCY SERVICES**

*Name and Designation*  
*Chairman, BAC*

*Name and Designation*  
*Member, BAC*

APPROVED:

*[Name and Designation of Head of Procuring Entity]*

Date: \_\_\_\_\_

## FORM OF CONTRACT AGREEMENT

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THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* by and between:

*[name, address, and authorized representative of the PROCURING ENTITY]*, hereinafter called the “Entity,”

and

*[name, address, and authorized representative of the Consultant]*, hereinafter called the “Consultant.”

WHEREAS, the Entity is desirous that the Consultant execute *[insert 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 Technical and Financial Proposals, as annexes;
  - (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 on the day and year first before written.

Binding Signature of PROCURING ENTITY

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Binding Signature of Contractor

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