



## DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

PROCURING ENTITY: **CEBU 3<sup>rd</sup> DISTRICT ENGINEERING OFFICE**

Ibo, Toledo City, Cebu

# Procurement of

**Contract ID:** 25CSHF0002

**Contract Name:** Consultancy Services for the  
Conduct of Parcellary Survey – Cebu-Toledo-  
Wharf Road (Uling-Toledo Wharf),  
K0053+965-K0054+525

**Location of the Contract:** Brgy. Sangi-Brgy. Luray  
II, Toledo City

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Government of the Republic of the Philippines

**March 18, 2025**

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# INSTRUCTIONS TO BIDDERS

## General

### Introduction

The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as “Consultant”) from among those shortlisted, in accordance with the evaluation procedure specified in the **BDS**.

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.

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.

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.

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**.

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.

Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with **ITB Clause 3.1**.

### Conflict of Interest

The Funding Source’s policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Consultants shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity. Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:

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

- (b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or
- (c) If there is a conflict among consulting projects, the Consultant (including its personnel and 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.

Consultants shall not be related to the Head of Procuring Entity (HoPE), members of the BAC, the Technical Working Group (TWG), and the BAC Secretariat, the head of the Implementing Unit (IU) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. The prohibition shall apply as follows:

- (d) If the Consultant is an individual or sole proprietorship, then to himself;
- (e) If the Consultant is a partnership, then to all its officers and members;
- (f) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders;
- (g) If the Consultant is a cooperative, then to all its officers, directors, and controlling shareholders or members; or
- (h) If the Consultant is a JV, the provisions of items (a), (b), (c), or (d) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

Relationship of the nature described above or a failure to comply with the provisions of this clause will result in the rejection of the Consultant's bid.

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.

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.

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.

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.

### **Corrupt, Fraudulent, Collusive, and Coercive Practices**

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:

- (i) defines, for purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.



- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (j) 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 (i)

**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 Part II, **Section VI. Bidding Forms** as required in **ITB Clause 10.2(d)**.

**4.2** The Consultant is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for this Project, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under ITB Clause 0.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of

appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of compensation, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Consultant concerned.

- 4.3** It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 4.4** The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by the Procuring Entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 4.5** Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GOP which may affect the contract in any way.
- 4.6** The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 4.7 Consultants should note that the Procuring Entity will only accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

## 5. Origin of Associated Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

## 6. Sub-Contracts

- 6.1 Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.
- 6.2 Subconsultant must comply with the **eligibility criteria and the documentary requirements** specified in the BDS. In the event that any subconsultant is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.
- 6.3 The Consultant may identify the subconsultant to whom a portion of the Consulting Services will be subcontracted at **any stage of the bidding process or during contract implementation**. *If the Consultant opts to disclose the name of the subconsultant during bid submission, the Consultant shall include the required documents as part of the technical component of its bid.* A subconsultant that is identified by the Consultant during contract implementation must comply with the eligibility criteria and documentary requirements and secure approval of the Procuring Entity.

## Contents of Bidding Documents

## 7. Pre-Bid Conference

- 7.1 If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.
- 7.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.

- 7.3** Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 7.4** Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **8. Clarifications and Amendments to Bidding Documents**

Shortlisted consultants may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Consultants who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 20.

## **Preparation of Bids**

### **9. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements,

the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

## **10. Documents Comprising the Bid: Technical Proposal**

**10.1** While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
- (b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the **BDS** shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.
- (c) Proposed professional staff must, at a minimum, have the experience indicated in the **BDS**, preferably working under conditions similar to those prevailing in the Republic of the Philippines.
- (d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

**10.2** The Technical Proposal shall contain the following information/documents:

- (a) Technical Proposal Submission Form, as the cover letter of the Technical Proposal, using **Form DPWH-CONSL-21(TPF1)**.
- (b) Bid Security as prescribed in **ITB** Clause 15. Use **Form DPWH-CONSL-22** if a Bid Securing Declaration is chosen as Bid Security.
- (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 be the cover 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-34(FPF5)** - 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 participating in more than one bid or associating with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity shall be disqualified.



### 13. Bid Currencies

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

### 14. Bid Validity

- 14.1** Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2** In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 15 should also be extended corresponding to, 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** The Consultant shall submit a Bid Securing Declaration or any other form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

**Table 15.1 Forms and Minimum Amounts of Bid Security**

<b>Form of Bid Security</b>	<b>Minimum Amount of Bid Security ( Not Less than Percentage of ABC)</b>
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.	

Form of Bid Security	Minimum Amount of Bid Security ( Not Less than Percentage of ABC)
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

A Bid Securing Declaration (**Form DPWH-CONSL-22**) 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 under ITB Clause 31, within ten (10) calendar days, from receipt of the Notice of Award, and commits to pay the corresponding amount as fine and be suspended for a period of time from being qualified to participate in any government 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.

No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 0.

Upon signing and execution of the contract pursuant to ITB Clause A.1(a), and the posting of the performance security pursuant to ITB Clause 35, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in ITB Clause 0.

The bid security may be forfeited:

- (a) if a Consultant:
  - (i) withdraws its bid during the period of bid validity specified in ITB Clause 0;
  - (ii) does not accept the correction of errors pursuant to ITB Clause 11.7;
  - (iii) has a finding against the veracity of the required documents submitted in accordance with ITB Clause 27.2;
  - (iv) submission of eligibility requirements containing false information or falsified documents;

- (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
  - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
  - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Consultant:
- (i) fails to sign the contract in accordance with ITB Clause A.1(a);
  - (ii) fails to furnish performance security in accordance with ITB Clause 35; 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 **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 Technical Proposal Submission Form and the Financial Proposal Submission Form shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.
- 16.5** Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

## **17. Sealing and Marking of Bids**

- 17.1** Unless otherwise indicated in the **BDS**, Consultants shall enclose their original Technical Proposal described in **ITB** Clause 10, in one sealed envelope marked “ORIGINAL - TECHNICAL PROPOSAL”, and the original of their financial proposal in another sealed envelope marked “ORIGINAL - FINANCIAL PROPOSAL”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 17.2** Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_\_ - TECHNICAL PROPOSAL” and “COPY NO. \_\_\_\_ – FINANCIAL PROPOSAL” and the outer envelope as “COPY NO. \_\_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3** The original 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** Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

## **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. The BAC shall record in the minutes of Bid submission and opening, the Consultant's name, its representative and the time the late bid was submitted.

### **20. Modification and Withdrawal of Bids**

**20.1** The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified in accordance with ITB Clause 17.4, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.

**20.2** A Consultant may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

Bids requested to be withdrawn in accordance with ITB Clause 20.1 shall be returned unopened to the Bidders. A Consultant, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

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.
- (a) 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.

## **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. An 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.
- (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 approval by the HoPE of the ranking of shortlisted Consultants, unless otherwise allowed in the **BDS** or in the case of ITB Clause 25.
- 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. 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 05, series of 2021 as Annex B.

- 27.2** 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 05, series of 2021, unless otherwise provided in the **BDS**:
- 27.3** 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.
- 27.4** Technical Proposals shall not be considered for evaluation in any of the following cases:
- (a) late submission, i.e., after the deadline set in the **ITB Clause 18**;
  - (b) failure to submit any of the technical requirements provided under this **ITB** and **TOR**;
  - (c) the Consultant that submitted a Bid or any of its partner and/or subcontractor belongs to one of the conflicts 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. 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 05, series of 2021.

## **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 with the Consultant that submitted the Highest Rated Bid shall be held at the address indicated in the BDS. The aim is to reach agreement on all points.

**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;
- (a) 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);
- (b) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
- (c) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
- (d) 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 except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons. 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.

## **31. Post-Qualification**

- 31.1** The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and ITB Clauses 10 and 11.
- 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 filed and paid through the BIR Electronic Filing and Payment System (EFPS).
  - (b) Other appropriate licenses and permits required by law and stated in the **BDS**.

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

**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 determination shall be completed within a period of twelve (12) calendar days. 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 33.3.

- 31.5** A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.
- 31.6** Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 31.7** In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.
- 31.8** 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.
- (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.

## **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 there is no successful negotiation, or bids 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 31, the HoPE or its authorized representative 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 duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

**33.3** Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
  - (i) Valid JVA, if applicable;

- (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign consultant; and/or
  - (iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.
- (b) Posting of the performance security in accordance with ITB Clause 32;
  - (c) Signing of the contract as provided in ITB Clause 31; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### **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 (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (d) Performance Security.
  - (e) Notice of Award of Contract.
  - (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 any of the following forms and in an amount at least equal to the percentage of the total contract price in accordance with the following schedule:

**Table 35.1 Forms and Amounts of Performance Security**

<b>Form of Performance Security</b>	<b>Required Minimum Amount of Performance Security as % 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 have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of contract award. However, if no Consultant had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

## **36. Notice to Proceed**

- 36.1** Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract

shall be effective only at the time of receipt thereof by the successful Consultant.

- 36.2** The contract effectivity date shall be the date of contract signing. The Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

### **37. Protest Mechanism**

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

***Part II***  
***Section II. Bid Data Sheet (BDS)***

# Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <b>Department of Public Works and Highways, Cebu 3<sup>rd</sup> District Engineering Office</b></p> <p><b>Quality Cost Based Evaluation/Selection (QCBE/QCBS)</b></p>
1.2	<p>The Funding Source is:</p> <p>Government of the Philippines (GoP) through <b>SR2025-02-005141</b></p> <p>The name of the project is <b>Consultancy Services for the Conduct of Parcellary Survey – Cebu-Toledo Wharf Road (Uling-Toledo Wharf), K0053+965-K0054+525, Brgy Sangi-Brgy. Luray II, Toledo City, Cebu</b></p>
1.3	<p>Objective of the Project:</p> <p><i>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 District Engineer or her authorized representative and segregate the affected lots for the purpose of registering them in favor of the Government.</i></p>
1.4	The Project shall not be phased.
1.5	No further instructions.
1.6	Subcontracting is not allowed.
6.2	“Not applicable”
7.1	The Procuring Entity will not hold a pre-bid conference.
8.1	<p>Clarifications may be requested up to <b>ten (10)</b> calendars days before bid submission date.</p> <p>The Procuring Entity’s address is:</p> <p><b>Engr. REYNALDO V. NAVALES, DPA, ASEAN Eng.</b>  BAC Chairperson  DPWH Cebu 3rd District Engineering Office  (032) 322-7802 up to 7803  navales.reynaldo@dpwh.gov.ph</p>

10.1(b)	The estimated number of professional staff-months required for the Project is 6.
10.1(c)	Refer to Annex B for required educational background and experience of proposed staff.
11.5	Taxes:
11.7	The ABC is <b>Php 266,059.43</b> . Any bid with a financial component exceeding this amount shall not be accepted.
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid <b>120</b> calendar days from the date of the opening of bids.
15.1	<p>The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>1. The amount of not less than <b>2% of ABC</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>2. The amount of not less than <b>5% of ABC</b>, if bid security is in Surety Bond.</li> </ol>
15.2	The bid security shall be valid <b>120</b> calendar days from the date of the opening of bids.
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	Each Bidder shall submit <i>1 (one)</i> original and <i>2 (two)</i> copies of the first and second components of its bid.
18	<p>The address for submission of bids is <b><i>Procurement Unit Office, DPWH Cebu 3<sup>rd</sup> DEO, Toledo City, Cebu.</i></b></p> <p>The deadline for submission of bids is <b><i>10:00 A.M. – March 31, 2025</i></b></p>
21	Electronic bidding will NOT be adopted
24.1	No further instructions.



27.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <ul style="list-style-type: none"> <li>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.</li> <li>b) The <b>financial</b> and <b>technical proposals</b> shall be given corresponding weights of 35% and 65% 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.</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, 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 30</li> </ul>
27.3	In the evaluation of the Technical Proposals, refer to Annex B for the weights of the key personnel required shall be used to reflect the relative importance of their responsibilities and inputs in the contract being procured.
27.4	Not Applicable
27.5	The minimum Technical Rating required is = 80%
27.6	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 not</i> be applied.
28.1	<p>The opening of Financial Proposals shall be on <b>March 31, 2025</b> at DPWH Cebu 3<sup>rd</sup> DEO, Toledo City, Cebu</p> <p>Financial Proposals shall be opened in public.</p>
28.2	<p>After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise specified in <b>ITB</b> Clause 28.1. 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</p>

	<p>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, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GOP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.</p> <p>The lowest Financial Proposal (F1) shall be given a Financial Rating (Rf) of 100 points. The Rf of other Financial Proposals shall be computed based on the formula indicated below:</p> $Rf = 100 \times FI/F$ <p>where:  Rf is the financial score of the Financial Proposal under consideration,  FI is the price of the Fm, and  F is the price of the Financial Proposal under consideration.</p> <p>Using the formula <math>TR = (Rt)(T\%) + (Rf)(P\%)</math>,</p> <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  P is the weight given to the Financial Proposal,</p> <p>the Bids shall then be ranked according to their TR, using the following weights of the Technical and Financial Proposals:</p> $T = 65\%$ $P = 35\%$
29	Electronic bidding will NOT be adopted
30.1	The address for negotiations is Procurement Unit Office, DPWH Cebu 3 <sup>rd</sup> DEO, Toledo City, Cebu.

30.2(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.
31.2(a)	<p>Only tax returns filed and taxes paid through the BIR Electronics Filing and payment System (<b>EFPS</b>) shall be accepted</p> <p>NOTE: The latest Income and business tax returns are those within the last six months preceding the date of bid submission.</p>
31.2(b)	<p>Other Appropriate Licenses and Permits Required:</p> <ul style="list-style-type: none"> <li>a. DTI/SEC/CDA Registration</li> <li>b. Non-inclusion in the Blacklist of Consultant provided by the GPPB</li> <li>c. Certificate of PhilGEPS Registration (Blue Membership) as per Section 4.1.1 of GPPB Circular 03-2016</li> </ul>
31.8	Electronic bidding will NOT be adopted
35.1	No further instructions.
36.2	The contract effectivity date shall be the date of contract signing. The Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed

***Part II, Section VI***  
***Bidding Forms (BFs)***

<u><b>Form No.</b></u>	<u><b>Name</b></u>
DPWH-CONSL-21(TPF1)	Technical Proposal Submission Form
DPWH-CONSL-06(TPF2A)	Experience on Completed Projects
DPWH-CONSL-07(TPF2B)	Experience on On-Going Projects
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-08	Joint Venture Agreement (JVA)
DPWH-CONSL-22	Bid Securing Declaration
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(FPF5)	Reimbursables by Activity
DPWH-CONSL-50	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 **BDs** for the contract.

**DPWH-CONSL-TPF 1. Technical Proposal Submission Form**

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*[Letterhead of Bidder]*

[Date]

[Name of Chairperson 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.

We confirm that the information contained in the Eligibility Documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

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

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

Very truly yours,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address

## Department of Public Works and Highways (DPWH)

**Contract ID:** 25CSHF0002

**Contract Name:** Consultancy Services for the Conduct of Parcellary Survey – Cebu-Toledo Wharf Road (Uling-Toledo Wharf), K0053+965 – K0054+525

**Location of the Contract:** Brgy. Ilihan, Toledo City, Cebu

TECHNICAL ASPECTS: EXPERIENCE ON **COMPLETED PROJECTS**, GOVERNMENT AND PRIVATE

Name of Consultant: \_\_\_\_\_

As of: \_\_\_\_\_

**Form No.: DPWH-CONSL-06(TPF2A)-2016**

Name and Location of Project	Project Category	Client	Date of Award of Contract	Type of Consulting Services	Project Cost ( <i>Cost of Services only of your Firm</i> )	Project Duration		Consultants Role and Specific Services
						Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

***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 – Please 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 – Please indicate



## Department of Public Works and Highways (DPWH)

**Contract ID:** 25CSHF0002

**Contract Name:** Consultancy Services for the Conduct of Parcellary Survey – Cebu-Toledo Wharf Road (Uling-Toledo Wharf), K0053+965 – K0054+525

**Location of the Contract:** Brgy. Ilihan, Toledo City, Cebu

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TECHNICAL ASPECTS: EXPERIENCE ON **ON-GOING PROJECTS**, GOVERNMENT AND PRIVATE

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**Form No.: DPWH-CONSL-06(TPF2B)-2016**

Name and Location of Project	Project Category	Client	Date of Award of Contract	Type of Consulting Services	Project Cost ( <i>Cost of Services only of your Firm</i> )	Project Duration		Consultants Role and Specific Services
						Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

- 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 – Please 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 – Please indicated

**DPWH-CONSL-22(TPF3). Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be provided by the Procuring Entity**

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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**

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***Insert Organizational Chart for the Project.*** (Show the Linkage between the DPWH and Consultant [Key and Non-Key Staff] for the Consulting Services Project)

<b>1. Key Staff</b>		
Name	Position	Task

<b>2. Administrative and Technical Support Staff</b>		
Name	Position	Task

DPWH-CONSL-25(TP5)

## DPWH-CONSL-26(TPF6). Curriculum Vitae (CV) of Proposed Professional Staff

1. **PROPOSED POSITION:** \_\_\_\_\_
2. Name of Firm: \_\_\_\_\_
3. Name of Staff: \_\_\_\_\_
4. Date of Birth: \_\_\_\_\_
5. Nationality: \_\_\_\_\_
6. Education:

School	Course	Degree	Year Graduated	Year Attended	
				From (mm/yy)	To (mm/yy)

7. Profession: \_\_\_\_\_
8. PRC Registration No.: \_\_\_\_\_
9. Membership in Professional Societies: \_\_\_\_\_
10. Length of Service with the Firm: \_\_\_\_\_
11. Current Position in the Firm: \_\_\_\_\_
12. Years of Experience: \_\_\_\_\_
13. Employment Record: *[Recent to Previous]*

Company / Agency	Position	Employment Status	From (mm/yy)	To (mm/yy)

14. Training: *[Recent to Previous]*

Training Course	From (mm/dd/yy)	To (mm/dd/yy)	Location

15. Experience: *[Recent to Previous]*

<b>Name of Project:</b>	
<b>Project Cost:</b>	
<b>Position:</b>	
<b>Types of Service:</b>	
<b>Duration of Assignment:</b>	<i>Start to Completion [mm/yy]</i>
<b>Client:</b>	
<b>Location:</b>	
<b>Detailed Task Assignment:</b>	

**Language:**

*[For each language, indicate proficiency: Excellent, Good, Fair and 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 qualification and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member]* *Month/Day/Year*

**SUBSCRIBED AND SWORN** to before me this *[Date]* at *[Place]* affiant having exhibited to me his Community Tax No. \_\_\_\_\_ issued on *[Date]* at *[Place]*.

Doc. No \_\_\_\_\_;  
 Page No \_\_\_\_\_;  
 Book No \_\_\_\_\_;  
 Series \_\_\_\_\_

## 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	.	.	.	24	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

Activity (Work)	<i>[1st, 2nd, etc. are months from the start of project.]</i>													
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	.	.	.	75th
1. Reconnaissance Survey and Research Work														
2. Establishment of Horizontal/Tertiary Control														
3. Corner Setting/ Monumenting														
4. Computing/Graphing Works														
5. Preparation of Complete Survey Works														
6. Submission and Approval of Plans														

### B. Completion and Submission of Deliverables/Reports

Deliverables/Reports	Date
1. <i>Inception Report</i>	
2. <i>Final Report</i>	

## DPWH-CONSL-08 Joint Venture or Association Agreement

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE or ASSOCIATION AGREEMENT exclusively for this Project, is entered into By and Between \_\_\_\_\_, of legal age, (civil status) \_\_\_\_\_, (name of owner/proprietor/partner) of \_\_\_\_\_ and a resident of \_\_\_\_\_ (OR name of consulting proprietorship/partnership, Address, Authorized Representative under a Resolution No. (to be attached))

And

\_\_\_\_\_, of legal age, \_\_\_\_\_ (civil status) \_\_\_\_\_, owner/proprietor of \_\_\_\_\_ a resident of \_\_\_\_\_ (or name of Consulting Firm, Address, Authorized Representative under a Board Resolution No. (to be attached))

That the Parties agree to join together their resources, equipment, and what is need to facilitate the Joint Venture or Association to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the \_\_\_\_\_ (Name of the Procuring Entity)

### NAME OF PROJECT

That the share and nationality of each party in this agreement is as follows:

	Nationality	Share
Consultant A	_____	_____
Consultant B	_____	_____

That the Parties agree that \_\_\_\_\_ and/or \_\_\_\_\_ 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 or Association in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture or Association Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord \_\_\_\_\_.

Authorized Representative

Firm A

Authorized Representative

Firm B

## DPWH-CONSL-22 BID-SECURING DECLARATION

REPUBLIC OF THE PHILIPPINES

CITY OF \_\_\_\_\_ S.S.

X-----X

### BID-SECURING DECLARATION

**Invitation to Bid:** *[Insert reference number]*

**Contract ID:**

**Contract Name:**

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

I/We, the undersigned, declare that:

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

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through

competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_ .  
Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

IBP No. \_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.

*Note: This must be dry-sealed.*

## DPWH-CONSL-29 Omnibus Sworn Statement

### 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], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true

and correct;

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## **DPWH-CONSL-30(FPF 1). Financial Proposal Submission Form**

*[Letterhead of Bidder]*

[Date]

[Name of Chairperson 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 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 and we understand 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 Supplemental/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-31(FPF 2). Summary of Costs**

<b>ITEM</b>	<b>AMOUNT</b>
I. Remuneration Cost	
II. Reimbursable Cost	
III. Miscellaneous Expenses	
IV. Sub-total (I + II + III)	
V. Value Added Tax (12% of Remuneration)	
VI. Contingency (5% of IV)	
VII. Grand Total (IV + V + VI)	

**DPWH-CONSL-32(FPF 3). Breakdown of Price for the Project**

ITEM	AMOUNT (PhP)
<b>I. Breakdown of Remuneration Costs</b>  A. Key Staff 1. Geodetic Engineer B. Technical Support Staff 1. Instrumentman 2. Draftsman 3. Researcher 4. Survey Aide C. Administrative Support Staff 1. Encoder 2. Document Checker 3. Driver	
<b>II. Breakdown of Reimbursable Cost</b>  1. RTK 2. Miscellaneous Survey Equipment and Accessories 3. Vehicle Rental Inclusive of Fuel & Lubricants 31. Service Vehicle	
<b>III. Miscellaneous Expenses</b>  1. Office Supplies 2. Computer/Drafting and Engineering Supplies 3. Copier, Printing and Reproduction 4. Verification/GEP Fee, Certified copies of Technical Description, Titles, Lot Data Computation, Notary Printing/Typing Fees, etc. 5. Field Supplies 6. Personal Protective Equipment (PPE's) – Protective Clothing, Helmets, Googles, Boots and Other Garments.	

**DPWH-CONSL-33(FPF 4). Breakdown of Remunerations for the Project**

<b>Position</b>	<b>No. of Staff</b>	<b>Months</b>	<b>Man- Months</b>	<b>Remuneration Rate</b>	<b>Amount</b>
<b>A.1 Key Personnel</b>					
1. Geodetic Engineer	1	2.50			
<b>A.2 Technical Support Staff</b>					
1. Instrumentman	1	2.50			
2. Draftsman	1	2.50			
3. Researcher	1	2.50			
4. Survey Aide	1	2.50			
<b>A.3 Administrative Support Staff</b>					
1. Encoder	1	2.50			
2. Document Checker	1	2.50			
3. Driver	1	2.50			
<b>TOTAL</b>	8				

**DPWH-CONSL-34(FPF 5). Reimbursables Per Activity**

<b>Reimbursable Expenses</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Amount (PhP)</b>
1. RTK	Month	1.25		
2. Miscellaneous Survey Equipment and Accessories	L.S	1.0		
3. Vehicle Rental Inclusive of Fuel & Lubricants				
3.1 Service Vehicle	Month	2.50		
<b>TOTAL</b>				

**DPWH-CONSL-50 Form of Contract Agreement**

**FORM OF CONTRACT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **CONTRACT AGREEMENT**, made this \_\_\_\_\_ day of month, year, by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the **Department of Public Works and Highways (DPWH)** represented herein by \_\_\_\_\_, duly authorized for this purpose, with main office address at \_\_\_\_\_, hereinafter referred to as the **“PROCURING ENTITY”**;

-and-

\_\_\_\_\_, a single proprietorship/partnership/corporation/ joint venture organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at \_\_\_\_\_, represented herein by \_\_\_\_\_, duly authorized for this purpose, hereinafter referred to as the **“CONSULTANT”**;

**WITNESSETH:**

**WHEREAS**, the **PROCURING ENTITY** is desirous that the **CONSULTANT** execute *[insert name and identification number of contract]*, hereinafter called the **“Services,”** and the **PROCURING 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 the **Services** and the remedying of any defects therein.

**NOW, THEREFORE**, for and consideration of the foregoing premises, the parties hereto agree 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 **CONSULTANT**'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 **PROCURING ENTITY**.

3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **CONSULTANT** as hereinafter mentioned, the **CONSULTANT** hereby covenants with the **PROCURING ENTITY** to execute and complete the **Services** and remedy any defects therein in conformity with the provisions of this **CONSULTANT** in all respects.
4. The **PROCURING ENTITY** hereby covenants to pay the **CONSULTANT** in consideration of the execution and completion of the **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 hereto set their respective hands on the day, month and year first above written.

**PROCURING ENTITY:**

**CONSULTANT:**

**Represented by:**

**Represented by:**

\_\_\_\_\_

\_\_\_\_\_

**Witnessed by:**

\_\_\_\_\_

\_\_\_\_\_

# Section VIII. Appendices

## 1. Review of Remuneration Rates

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

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

### (i) Salary

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

### (ii) Bonus

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

### (iii) Social Costs

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

### (iv) Cost of Leave

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

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

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

### (v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the project and shall not be reimbursed as separate items under the

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

**(vi) Fee or Profit**

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

**(vii) Away from Headquarters Allowance or Premium**

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

**(viii) Subsistence Allowances**

<sup>6</sup> where w = weekends, ph = public holidays, v = vacation, and s = sick leave

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents — the subsistence rate shall be the same for married and single team members. UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

**2. Reimbursables**

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

**3. Bank Guarantee**

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



## 7) BREAKDOWN OF AGREED FIXED RATES<sup>7</sup>

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate <sup>9</sup>	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__% of 1)
Philippines									
Home Office									

Signature of Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Currencies: \_\_\_\_\_<sup>8</sup>]

7)

8)

9)

10)

11)

12)

13)

14) \_\_\_\_\_

15) <sup>7</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

16) <sup>8</sup> If different currencies, a different table for each currency should be used.

17) <sup>9</sup> Per month, day, or hour as appropriate.