

PHILIPPINE BIDDING DOCUMENTS

Consultancy Services for the Production of AVPs on the Updated Philippine Development Plan (PDP) and the Updated NEDA Story

**NATIONAL ECONOMIC and DEVELOPMENT AUTHORITY
2015**

Section I. Instructions to Bidders

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A. General

1. Introduction

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

2. Conflict of Interest

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

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

2.2. Consultants shall not be related to the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. The prohibition shall apply as follows:

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

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

- 2.3. Subject to the provisions of **ITB** Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.
- 2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.
- 2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GOP) as part of its personnel. Participation of officials and employees of the GOP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.
- 2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the Contract.

4. Consultant’s Responsibilities

- 4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IV. Bidding Forms as required in **ITB** Clause 10.2(d).
- 4.2. The Consultant is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for this Project, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 8.3.
 - (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the 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 and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and
- (j) Complying with existing labor laws and standards, if applicable.

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.
- 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 nonrefundable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

5. Origin of Associated Goods

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

6. Subcontracts

- 6.1. Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.
- 6.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor 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 subcontractor 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 subcontractor during bid submission, the Consultant shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

7. Pre-Bid Conference

- 7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.
- 7.2. 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 discussed during the pre-bid conference.
- 7.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

8. Clarifications and Amendments to Bidding Documents

- 8.1. Consultants who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

- 8.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 8.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Consultants who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 20.

C. Preparation of Bids

9. Language of Bids

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Consultant and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern, for purposes of interpretation of the bid.

10. Documents Comprising the Bid: Technical Proposal

- 10.1. While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (a) The Technical Proposal 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) Eligibility documents enumerated in the **BDS** (*if updating/renewal of validity of any previously submitted eligibility documents is necessary or if any previous submission was deficient*);
- (b) Bid security as prescribed in **ITB** Clause 15. If the Bidder opts to submit the bid security in the form of:
 - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (ii) a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument.
- (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subcontractor, if any, following the formats described in Section III. Terms of Reference:
 - (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subcontractor on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subcontractors, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.
 - (ii) A complete pre-production proposal for each AVP and concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR.
 - (iii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
 - (iv) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using

the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.

- (v) An organization chart indicating relationships amongst the Consultant and any partner and/or subcontractor, the Procuring Entity, the Funding Source and the GOP, and other parties or stakeholders, if any, involved in the project.
- (vi) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.
- (vii) A list of facilities requested by the Consultant to be provided by the Procuring Entity in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.
- (viii) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff.
- (ix) Only one CV for each consultant involved in the Project may be submitted for each position.
- (x) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
 - (x.1) is proposed for a domestic position but is not a Filipino citizen;
 - (x.2) failed to state nationality on the CV; or
 - (x.3) the CV is not signed in accordance with paragraph (x) above.

- (d) Sworn statement in accordance with Section 25.2(b)(iv) of the IRR of RA 9184 and using the form prescribed in Section IV. Bidding Forms.

11. Documents Comprising the Bid: Financial Proposal

- 11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.
- 11.2. The Financial Proposal requires completion of FPF 1. Financial Proposal Submission Form forming the covering letter of the Financial Proposal, and FPF 2. Summary of Costs .
- 11.3. 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.
- 11.4. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

12. Alternative Bids

Consultants shall submit only one bid and shall not associate with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity.

13. Bid Currencies

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

14. Bid Validity

- 14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 15 should also be extended corresponding to, at least, the extension of the bid validity period. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

15. Bid Security

- 15.1. The bid security, issued in favor of the Procuring Entity, in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by LGUs, the Consultant may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

- 15.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated

and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 15.2.

- 15.4. Upon signing and execution of the contract pursuant to **ITB** Clause 30, and the posting of the performance security pursuant to **ITB** Clause 31, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB** Clause 15.2.
- 15.5. The bid security may be forfeited:
 - (a) if a Consultant:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 11.4;
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 27.2; or
 - (iv) any other reason stated in the **BDS**.
 - (b) if the successful Consultant:
 - (i) fails to sign the contract in accordance with **ITB** Clause 30;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 31; or
 - (iii) any other reason stated in the **BDS**.

16. Format and Signing of Bids

- 16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IV. Bidding Forms on or before the deadline specified in the **ITB** Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.
- 16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Consultant shall prepare an original of the first and second envelopes as described in **ITB** Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

- 16.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Consultant.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

17. Sealing and Marking of Bids

- 17.1. Unless otherwise indicated in the **BDS**, Consultants shall enclose their original technical proposal described in **ITB** Clause 10, in one sealed envelope marked “ORIGINAL - TECHNICAL PROPOSAL”, and the original of their financial proposal in another sealed envelope marked “ORIGINAL - FINANCIAL PROPOSAL”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL PROPOSAL” and “COPY NO. ____ – FINANCIAL PROPOSAL” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3. The original and the number of copies of the bid 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/s.
- 17.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Consultant in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC identified in **ITB** Clause 8.1;
 - (d) bear the specific identification of this bidding process indicated in the Request for Expression of Interest; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 18.
- 17.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission of Bids

18. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

19. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 18, shall be declared “Late” and shall not be accepted by the Procuring Entity.

20. Modification and Withdrawal of Bids

- 20.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.
- 20.2. A Consultant may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.
- 20.3. Bids requested to be withdrawn in accordance with **ITB** Clause 20.1 shall be returned unopened to the Consultants. A Consultant may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant’s bid security, pursuant to **ITB** Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

E. Evaluation and Comparison of Bids

21. Process to be Confidential

- 21.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Consultant regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 22.
- 21.2. 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.

22. 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.

23. Bid Evaluation

- 23.1. For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.
- 23.2. For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.
- 23.3. The entire evaluation process, including the submission of the results thereof to the Head of the Procuring Entity 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 Head of the Procuring Entity 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.
- 23.4. All participating short listed consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the Head of the Procuring Entity 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.

24. Opening and Evaluation of Technical Proposals

- 24.1. The Procuring Entity shall conduct a detailed evaluation of bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.
- 24.2. The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:
 - (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;

- (b) Experience and capability of the CONSULTANT which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the CONSULTANT to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and
 - (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.
- 24.3. The BAC shall assign numerical weights to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.
- 24.4. 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 conflict of interest cases as described in **ITB** Clauses (a) to (b) and failed to make a proper statement to that effect in the cover letter; or
 - (d) the Technical Proposal included any cost of the services.

25. Opening and Evaluation of Financial Proposals

- 25.1. Financial Proposals shall be opened on the date indicated in the **BDS**.
- 25.2. 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**.

26. Negotiations

- 26.1. Negotiations shall be held at the address indicated in the **BDS**. The aim is to reach agreement on all points.
- 26.2. Negotiations shall cover the following:
- (a) Discussion and clarification of the TOR and Scope of Services;

- (b) Discussion and finalization of the methodology and work program proposed by the Consultant;
 - (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);
 - (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
 - (e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
 - (f) Provisions of the contract.
- 26.3. Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations other than for reasons of death or illness unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
- 26.4. 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.
- 26.5. 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.

27. Post Qualification

- 27.1. The Procuring Entity shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and **ITB** Clauses 10 and 11.
- 27.2. Within a non-extendible period of three (3) calendar days from receipt by the Consultant of the notice from the BAC that it is the HRB, the Consultant shall submit the following documentary requirements:
- (a) Latest income and business tax returns in the form specified in the **BDS**;
 - (b) Certificate of PhilGEPS Registration; and
 - (c) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Consultant declared as HRB to duly submit the requirements under this Clause or a finding against the veracity of such, shall be ground for forfeiture of the bid security and disqualification of the Consultant for award.

- 27.3. 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.
- 27.4. 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 Head of the Procuring Entity the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 29.3.
- 27.5. A negative determination shall result in rejection of the Consultant's bid, in which event the Procuring Entity shall proceed to the next HRB to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next HRB, and so on until the HRRB is determined for contract award.
- 27.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

28. Reservation Clause

- 28.1. 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.
- 28.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) if there is prima facie evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) if the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) for any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the Head of the Procuring Entity; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 28.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective bidders are declared ineligible;

- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

29. Contract Award

- 29.1. Subject to **ITB** Clause 27, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 29.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 29.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Consultant of the notice from the BAC that the Consultant has the HRRB;
 - (b) Posting of the performance security in accordance with **ITB** Clause 31;
 - (c) Signing of the contract as provided in **ITB** Clause 30; and
 - (d) Approval by higher authority, if required.

30. Signing of the Contract

- 30.1. 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.
- 30.2. 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.
- 30.3. 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.
- 30.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;

- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

31. Performance Security

- 31.1. 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.
- 31.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(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; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

- 31.3. Failure of the successful Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second HRB. The procedure

shall be repeated until the HRRB is identified and selected for contract award. However if no Consultant passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

32. Notice to Proceed

- 32.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Consultant.
- 32.2. The date of the Consultant's receipt of the Notice to Proceed will be regarded as the effective date of the contract, unless otherwise specified in the **BDS**.

Section II. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is National Economic and Development Authority</p> <p>The evaluation procedure is Quality Based Evaluation/Selection (QBE/QBS)</p>
1.2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>the General Appropriations Act of 2014</i></p> <p>The name of the project is <i>Consultancy Services for the Production of AVPs on the Updated Philippine Development Plan (PDP) and the Updated NEDA Story</i></p>
1.3	<i>Please see the Terms of Reference (TOR)</i>
1.4	<i>Please see item VII of the TOR</i>
5	No further instructions.
6.1	Subcontracting is not allowed
6.2	Not applicable
7	Not applicable
8.1	<p>The Procuring Entity's address is:</p> <p>National Economic and Development Authority NEDA sa Pasig Building, Ortigas Center, Pasig City</p> <p>Director Nerissa T. Esguerra</p> <p><i>Tel. No.: 631-3757</i></p>
10.1(b)	Not applicable
10.1(c)	See item V of the TOR
10.2	<p><u>Legal Documents</u></p> <p>(i) Tax Clearance Certificate per Executive Order 398, Series of 2005;</p> <p>(ii) Registration certificate from Securities and Exchange Commission</p>

	<p>(SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives</p> <p>(iii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;</p> <p><u>Technical Documents</u></p> <p>(iv) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the past four (4) years. The statement shall include, for each contract, the following:</p> <ul style="list-style-type: none"> (iv.1) the name and location of the contract; (iv.2) date of award of the contract; (iv.3) type and brief description of consulting services; (iv.4) consultant's role (whether main consultant, subcontractor, or partner in a JV) (iv.5) amount of contract; (iv.6) contract duration; and (iv.7) certificate of satisfactory completion or equivalent document issued by the client, in the case of a completed contract; <p>(v) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2.</p> <p><u>Financial Document</u></p> <p>(vi) The consultant's audited financial statements, showing, among others, the consultant's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.</p> <p>(d) Class "B" Document –</p> <p>Valid joint venture agreement (JVA), in case a joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful, shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial documents by any</p>
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	of the joint venture partners constitutes compliance.
11.3	All applicable government taxes.
11.4	The ABC is PhP700,000.00. Any bid with a financial component exceeding this amount shall not be accepted.
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid for 120 days
15.1	<i>In lieu of a bid security mentioned above, pursuant to <u>GPPB Resolution No. 03-2012</u>, the bidder may submit a Bid Securing Declaration that is an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days, or less, as indicated in the Bidding Documents, from receipt of the Notice of Award, and committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the GPPB.</i>
15.2	The bid security shall be valid for 120 days.
15.5(a)(iv)	<p><i>Additional grounds for forfeiture of bid security:</i></p> <ol style="list-style-type: none"> 1. Submission of eligibility requirements containing false information or falsified documents. 2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. 3. Allowing the use of one's name, or using the name of another for purposes of public bidding. 4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid. 5. Refusal or failure to post the required performance security within the prescribed time. 6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. 7. Any documented unsolicited attempt by a bidder to unduly influence

	<p>the outcome of the bidding in his favor.</p> <p>8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.</p> <p>9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.</p>
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	Each Bidder shall submit <i>one (1)</i> original and two (2) copies of the first and second components of its bid.
18	<p>The address for submission of bids is <i>3rd Floor NBAC for Consulting Services Secretariat (Infrastructure Staff)</i>.</p> <p>The deadline for submission of bids is <i>on or before May 20, 2015, 12 NN</i>.</p>
21.1	No further instructions.
24.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <p>a) The technical proposal shall be considered in the evaluation of consultants. The technical proposals shall be evaluated using the criteria in ITB Clause 24.2.</p> <p>b) The BAC shall rank the technical proposals and identify the Highest Rated Bid, provided, however, that the Highest Rated Bid shall pass the minimum score required.</p> <p>c) Upon approval of Head of Procuring Entity (HOPE) of the ranking based on technical proposals, the highest rated bidder shall be invited to the opening of its financial proposal for the purpose of conducting negotiations.</p> <p>d) If negotiations with the highest rated bidder fail, the next highest rated bidder shall be invited to the opening of its financial proposal for the purpose of conducting negotiations, provided that said bidder passes the minimum score required for its technical proposal.</p>
24.3	See Section VI of the TOR.
25.1	Opening of financial bid shall be upon determination of the Highest Rated Bid.
26.1	The address for negotiations is <i>NEDA sa Pasig Building, Ortigas Center</i> ,

	<i>Pasig City</i>
26.2(e)	The amount in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the ABC.
27.2(a)	<i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i>
27.2	Not applicable
31.1	No further instructions.
32.2	The effective date of the contract is <i>the date of the receipt of the Notice to Proceed</i>

Section III. Terms of Reference

TERMS OF REFERENCE

Procurement of consultancy services for the production of AVPs on the Updated Philippine Development Plan (PDP) and the Updated NEDA Story

I. Background

The Communication and Advocacy Program-Support Project (CAP-SP), lodged in the Development Information Staff (DIS), is mandated to communicate the Philippine Development Plan (PDP) to ensure ownership and support by stakeholders.

As instructed by the Office of the Director-General, the NEDA-DIS will be in charge of the budget intended for activities that will promote and generate support for the PDP to ensure that the vision of inclusive growth will be achieved. These activities will strengthen the communication and advocacy of the Updated PDP, with emphasis on the spatial and sectoral aspects of the national development agenda, as well as priority programs and projects (PAPs) that are responsive to the outcomes indicated in the Plan.

II. Rationale and Objectives

The NEDA-DIS saw the need to communicate the Updated PDP and ensure its ownership and support by all sectors of society. Using the PDP Common Pool Funds, the NEDA-DIS is tasked to sustain a strong and effective communication and advocacy effort for the country's development roadmap, including programs and projects supporting its implementation, and the progress made so far as indicated in the Results Matrices (RM).

In line with this, the NEDA will need to hire a consultant to produce the institutional audio-visual presentation (AVP) of the Updated PDP.

The objectives of the AVP are:

- a) To present the Plan accomplishments in the first five years of its implementation;
- b) To raise awareness and appreciation of the salient features of the Updated PDP by various stakeholders especially the general public; and
- c) To encourage and inspire stakeholders to participate in the Plan implementation to meet the development targets.

As a supplemental AV material to promote and generate support for the PDP, the consultant is also required to update the NEDA Story AVP. The objectives of the AVP are:

- a) To create a strong NEDA brand by communicating the agency as the government's central development planning and policy coordinating body; and
- b) To help build NEDA's image as a reputable and caring government agency.

III. Scope of Services

The CONSULTANT shall produce two (2) high-definition (HD) AVPs. The AVPs, with optimum format either 720p or 1080i, shall run for a maximum of 15 minutes each. The CONSULTANT is encouraged to take branding, treatment and design cues (“look and feel”) as suggested by NEDA.

Moreover, the consultant shall ensure that all information is clearly, concisely and creatively communicated, with the general audience as well as specific stakeholders in mind. Specifically, the CONSULTANT shall:

- a) Develop a concept and story treatments (both production and communication) for the institutional updated PDP AVP and the updated NEDA Story;
- b) Write the scripts for the two AVPs;
- c) Submit pre-production visuals such as a storyboard for the two AVPs;
- d) Conduct video-shooting in various locations per approved script and storyboard;
- e) Engage NEDA personnel in the production of the AVPs particularly in preproduction, video shooting and postproduction;
- f) Make use of motion graphics, animation and information graphics, combined with actual footage or photographs, as required in the approved story treatments;
- g) Undertake rough and final postproduction, specifically non-linear editing, AV dubbing, musical scoring and English subtitling, among others; and
- h) Submit all produced AVPs and raw materials in a two (2) Terabyte Portable External Hard Drive, which can be used by NEDA for in-house events and presentations.

The consulting service is expected to commence in June 2015, and will be terminated upon submission of deliverables to NEDA-DIS. Furthermore, the service must be completed within a period of 120 calendar days upon receipt of the Notice to Proceed from NEDA.

IV. Approved Budget for the Contract (ABC)

The ABC for the entire production services amounts to **PhP700,000.00**, inclusive of all applicable government taxes and service charges.

V. Qualifications

The CONSULTANT must:

- a) Have at least four (4) years of experience in audiovisual production, motion graphics and animation, information design and other such related fields, as well as academic and other credentials related to the project;
- b) Have previously worked on similar AVP productions, especially in the field of socioeconomic development, whose projects dealt with creatively translating technical processes and information for layman audiences;
- c) Have demonstrated proficiency in developing and executing creative concepts, narrative flow, treatment for video, and production design for video, as well as consistent ability to deliver technically outstanding audiovisual output; and
- d) Have substantial capability in producing, managing, and directing audiovisual productions.

VI. Qualification Criteria

The CONSULTANT shall submit a complete Pre-Production Proposal for each AVP, which includes original and creative concept designs, production and communication treatments and costing.

The submitted proposals shall be evaluated by NEDA Bids and Awards Committee (NBAC) Special Technical Working Group (STWG), with assistance from the NBAC – TWG, on the following criteria:

	Updated PDP	Updated NEDA Story
Production Concept	20%	20%
Production Treatment	15%	15%
Production Design	10%	10%
Production Budget	5%	5%
Sub Total	50%	50%
Grand Total	100%	

VII. Deliverables

	DELIVERABLES	DUE DATE
1	Story Treatment for the Updated NEDA Story	Within two (2) days from receipt of Notice to Proceed
2	1 st draft of Script for the Updated NEDA Story	Within two (2) days after NEDA's approval of story treatment
3	2 nd draft of Script for the Updated NEDA Story	One (1) day after NEDA's approval of 1 st draft of script

4	Final Approved Script for the Updated NEDA Story	One (1) day after NEDA's approval of 2 nd draft of script
5	1 st rough edited Updated NEDA Story	Two (2) days after NEDA's approval of final approved script
6	2 nd rough edited Updated NEDA Story	Two (2) days after NEDA's approval of 1 st rough edited AVP
7	Final Approved Audio Visual Presentation on the Updated NEDA Story	July 2015
8	Story Treatment for the Updated PDP AVP	One (1) week after producing the Updated PDP AVP
9	1 st draft of Script for the Updated PDP AVP	One (1) week after NEDA's approval of story treatment
10	2 nd draft of Script for the Updated PDP AVP	Two (2) days after NEDA's approval of 1 st draft of script
11	Final Approved Script for the Updated PDP AVP	Two (2) days after NEDA's approval of 2 nd draft of script
12	1 st rough edited Updated PDP AVP	Three (3) weeks after submission of final approved script
13	2 nd rough edited Updated PDP AVP	Three (3) days after NEDA's approval of 1 st rough edited AVP
14	Final Approved Audio Visual Presentation on the Updated PDP AVP	August 2015
15	Submission of all produced AVPs and raw materials in a two (2) Terabyte Portable External Hard Drive	September 2015

VIII. Obligations of the Consultant

The CONSULTANT shall assume the following obligations:

- a) Ensure timely delivery of outputs and coordinate with NEDA staffs and project team members in carrying out the services;
- b) Organize a video production team including two NEDA technical personnel;
- c) Provide his/her own equipment such as the HD video camera, tripod, lights and other relevant equipment;

- d) Provide the necessary audio and visual materials for the AVPs, including voice-over talent/s and all copyrighted images, video footages, sound effects/recordings and musical beds;
- e) Cover travel expenses, including economy class plane fare, economy class accommodation and food of two (2) NEDA personnel who shall be part of the production team during the location shooting. In addition, the CONSULTANT must be responsible for the comprehensive and general liability insurance (e.g. travel and medical coverage) of the whole production team; and
- f) Assume all implementation and confidentiality agreements, as stated in Section IX of the TOR.

IX. Obligations of NEDA

The NEDA shall assume the following obligations:

- a) Be responsible for management and direction of the AVPs;
- b) Provide all necessary resource materials to the CONSULTANT;
- c) Be responsible for the technical vetting and approval of project deliverables, and all related activities thereof;
- d) Assign two (2) NEDA – DIS personnel as support staff in the production of two (2) AVPs; and
- e) Reimburse payments made by the CONSULTANT for reimbursable items such as plane fare, accommodation expenses, food and transportation expenses, communication and correspondence expenses, travel insurance and other items as may be specified reimbursable by NEDA.

X. Implementation and Confidentiality Arrangements

The NEDA shall assume the following obligations:

- a) Be the executing agency for the consultancy service; and
- b) Provide the CONSULTANT with access to information relating to the PDP Midterm Update, as well as NEDA's history, mandate, and other relevant information.

As part of this arrangement, it is necessary to take all reasonable steps to ensure compliance with the provision related to access of information. Thus, the CONSULTANT shall assume the following obligations:

- a) Proper use of information about NEDA and the updated Plan, exclusively for production purposes only;

- b) Turn-over all raw and finished materials in a two (2) Terabyte Portable External Hard Drive to NEDA which shall remain the sole and exclusive property of NEDA;
- c) Not use any of the audio and video materials in any other production that are not under the supervision of NEDA; and
- d) Be required to sign a Confidentiality and Non-Disclosure Agreement upon Notice of Award.

Moreover, regular consultations and discussions with the technical support staff shall be conducted to ensure that all concerns are considered.

XI. Payment Scheme

Payments to the CONSULTANT shall be made based on the schedule below.

	Contract Milestones	% of the Total Budget
1	Signing of contract and submission of breakdown of the consultant's creative and cost proposal as follows: a) Preproduction Proposal (Overall Concept; Production and Communication Treatments) b) Remuneration; and c) Out-of-pocket expenses (travel, supplies, etc.)	30%
2	Final Approved Audio Visual Presentation on the Updated PDP AVP	40%
3	Final Approved Audio Visual Presentation on the Updated NEDA Story	30%
		100%

The Consultant shall liquidate at least 75 percent of the total amount of all reimbursable items incurred per contract milestone to be able to receive subsequent payments.

XII. Penalties / Liquidated Damages

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to 1/10 of 1% of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, NEDA shall rescind the contract, without prejudice to other courses of action and remedies open to it. **Background**

The Communication and Advocacy Program-Support Project (CAP-SP), lodged in the Development Information Staff (DIS), is mandated to communicate the Philippine Development Plan (PDP) to ensure ownership and support by stakeholders.

As instructed by the Office of the Director-General, the NEDA-DIS will be in charge of the budget intended for activities that will promote and generate support for the PDP to ensure that the vision of inclusive growth will be achieved. These activities will strengthen the communication and advocacy of the Updated PDP, with emphasis on the spatial and sectoral aspects of the national development agenda, as well as priority programs and projects (PAPs) that are responsive to the outcomes indicated in the Plan.

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ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

In line with this submission, we certify that:

- a) *[Name of Consultant]* is not blacklisted or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, and that each of the documents submit; and
- b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

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

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

TECHNICAL PROPOSAL FORMS

Notes for Consultants

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

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

Introducing the background and general experience of the Consultant, including its partner(s) and subcontractors, if any.

Completed projects in the format of TPF 2. Consultant's References illustrating the relevant experience of the Consultant, including its partner and subcontractors, if any. No promotional material should be included.

General approach and methodology, work and staffing schedule

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

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

Curriculum Vitae (CV)

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

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

Use TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

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

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

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

We remain,

Yours sincerely,

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

TPF 2. CONSULTANT'S REFERENCES

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

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

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

Consultant's Name: _____

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

On the Terms of Reference:

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

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

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

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

TPF 5. TEAM COMPOSITION AND TASK PROJECTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

[Signature of staff member and authorized representative of the firm]

Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

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

Part-time: _____

Signature:_____
(Authorized representative)

Full Name:_____
Title:_____
Address:_____

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

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

FINANCIAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content of the Financial Proposal.

Cover Letter

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

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

Costs of Consulting Services

Use FPF 2. Summary of Costs;

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, *i.e.*, *[Date]*.

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

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

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

We remain,

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

FPF 2. SUMMARY OF COSTS

Costs	Currency(ies) ¹	Amount in Philippine Peso
(price per activity/cost item)		
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		<hr/>

¹ In cases of contracts involving foreign consultants, indicate the exchange rate used.

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Consultant]* (hereinafter called the “Consultant”).

WHEREAS, the Entity is desirous that the Consultant execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the bid for *[insert the amount in specified currency in numbers and words]* by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Credit line issued by a licensed bank, if any;
 - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or

such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Binding Signature of PROCURING ENTITY

Binding Signature of Contractor

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

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

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

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

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

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

If a sole proprietorship: As the owner and sole proprietor of *[Name of Consultant]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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

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

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

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

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

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

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

[Bidder's Representative/Authorized Signatory]

[JURAT]

